

REQUEST FOR PROPOSAL (RFP) (For Low-Valued Services)

NAME & ADDRESS OF FIRM	DATE: August 13, 2014
	REFERENCE: Evaluation of the UN Joint Programme To Enhance Gender Equality in Georgia

Dear Sir / Madam:

We kindly request you to submit your Proposal for Evaluation of the UN Joint Programme To Enhance Gender Equality in Georgia.

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

Proposals in sealed envelopes may be submitted on or before Wednesday, August 27, 2014 by 17.00 (Local time Tbilisi, Georgia GMT+4) by courier mail to the address below:

United Nation Development Programme
UN Joint Programme To Enhance Gender Equality in Georgia Tbilisi, Georgia
Gigi Bregadze

gigi.bregadze@undp.org
4 Ir Abashidze St. 0179 Tbilisi, Georgia

Your Proposal must be expressed in the English Language, and valid for a minimum period of 90 Days.

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

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

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

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

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Natia Natsvlishvili

Assistant Resident Representative

8/13/2014

Description of Requirements

Context of the Requirement	Provision of evaluation services of the UN Joint Programme To Enhance Gender Equality in Georgia.
Implementing Partner of UNDP	N/A
Brief Description of the Required Services ¹	The overall objective of the evaluation is to assess the progress made by 'UN Joint Programme To Enhance Gender Equality in Georgia' towards the achievement of the overall goal and respective outcomes, including of expected and achieved accomplishments, examining the results chain, processes, contextual factors and causality, in order to understand achievements or the lack thereof. The evaluation also aims to gather lessons learned to provide recommendations and identify best practices that focus on key components to guide future joint programming of UNDP, UN Women, and UNFPA in the area of enhancing gender equality. For further details please refer to detailed Terms of Reference (Annex 4)
List and Description of	Inception report
Expected Outputs to be	• stakeholder mapping;
Delivered Delivered	 evaluation matrix the evaluation matrix (including the final list of evaluation questions and indicators);
	 the overall evaluation design and methodology, with a detailed description of the data collection plan for the field phase;
	 a debriefing presentation document (Power Point) synthesizing the main preliminary findings, conclusions and recommendations of the evaluation, to be presented and discussed with the CO during the debriefing meeting foreseen at the end of the field phase;
	a draft final evaluation report (potentially followed by a second draft, taking into account potential comments from UNDP, UN Women and UNFPA staff);
	final report, based on comments UNDP, UN Women and UNFPA staff at the debriefing meeting
	For further details please refer to detailed Terms of Reference (Annex 4)
Person to Supervise the Work/Performance of the	UNDP Democratic Governance Team Leader, UN Women National Programme Officer and UNFPA National Programme Officer
work/renormance of the	Flogramme Officer and Omit / Chaclonal Flogramme Cities

A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

Service Provider				
Frequency of Reporting	Frequency of Reporting provided in Terms of Reference (Annex 4) Section 9			
Location of work	The geographic scope of the evaluation will cover Tbilisi (9 Eristavi st, UN House) and Kutaisi, as well as Kakheti and Samegrelo-Zemo Svaneti			
	Regions reflecting the geographic coverage of the UNJP.			
Expected duration of work	17 weeks (Maximum) For further details please refer to Time scale in detailed Terms of			
	Reference (Annex 4)			
Target start date	September 15, 2			
Latest completion date	January 10 , 201			
Latest completion date	January 10, 201	<u> </u>		
Travels Expected	Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s
	In-country Travel (Kutaisi, Kakheti and Samegrelo- Zemo Svaneti Regions)	2-3 Weeks	The evaluation team will undertake a two to three week incountry mission to collect and analyze the data required in order to answer the evaluation questions.	September/ October2014
Special Security Requirements	N/A			
Facilities to be provided by UNDP (i.e. must be excluded from Price Proposal)	N/A			
Implementation Schedule indicating breakdown and timing of activities/subactivities	⊠ Required			
Names and curriculum vitae of individuals who will be involved in completing the services	E ⊠ Required For further details please refer to Time scale in detailed Terms of Reference (Annex 4)			
Currency of Proposal	☑ United States Dollars			
Value Added Tax on Price Proposal ²	The state of the s	usive of VAT and	l other applicable indirec	t taxes
Validity Period of Proposals	☑ 90 days			
(Counting for the last day of	In exceptional	circumstances,	, UNDP may request t	he Proposer to

² VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

submission of quotes)	indicated in th	is RFP. The Pro		what has been initially confirm the extension in the Proposal.
Partial Quotes	⊠ Not permit	ted		
Payment Terms	Outputs	Percentage	Timing	Condition for Payment Release
	Inception Report;	30%	September, 2014	Within thirty (30) days from the date of meeting the
	Draft Final Evaluation Report	40 %	November, 2014	following conditions: a) UNDP's written
	Final Report	30 %	January,2015	acceptance (i.e., not mere receipt) of the
				quality of the outputs; and
				b) Receipt of invoice from the Service Provider.
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Programme O	fficer and UN manager of th	FPA National Pr	UN Women National ogramme Officer. The I be UNDP Democratic
Type of Contract to be Signed	☑ Contract for	Professional Se	rvices	
Criteria for Contract Award	responsive offe Full accepta (GTC). This is a the nature of s	ers –with minim nce of the UNDI mandatory crite	um passing score Contract General eria and cannot be Non acceptance	nsive offers (<i>Technically</i> of 70 % 700 points) I Terms and Conditions e deleted regardless of of the GTC may be
Criteria for the Assessment of Proposal	<u>- 600</u> ⊠ The compar	ny and the team		kimum Obtainable point I qualifications meet the balanced
	Proposed Met Methodolog the Implement	h <mark>odology (40%)</mark> gy, Its Appropria ation Plan	Maximum obtain teness to the Con	

	the Term of Reference (TOR) and scoring is allocated in accordance with the Annex V. If the offeror does not meet any of the minimum technical qualification criteria/requirements given in Annex V, it will be given score zero and will be automatically disqualified and there is no more need for further evaluation of the disqualifying offeror.
UNDP will award the contract to:	☑ One and only one Service Provider
Annexes to this RFP	 ☑ Form for Submission of Proposal (Annex 2) ☑ General Terms and Conditions / Special Conditions (Annex 3)³ ☑ Detailed TOR (Annex 4) ☑ Technical Proposal Evaluation Form (Annex5)
Contact Person for Inquiries (Written inquiries only)	Gigi Bregadze Democratic Governance Team Leader, UNDP gigi.bregadze@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

³ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL4

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁵)

[insert: Location]. [insert: Date]

To: Gigi Bregadze, Democratic Governance Team Leader, UNDP

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

The Service provider must have:

- At least 5 years of past international experience in the field of monitoring and evaluation of projects preferably in the area of women's rights and gender equality;
- Demonstrated experience of the organization to produce high quality monitoring and evaluation reports (verified by at least one letter of recommendation)
- 3. Experience of working in Georgia or in a country with the similar political, economic and social situation, preferably with particular focus on women's rights and gender equality;
- Experience in working with multiple stakeholders is essential: governments, civil society,
 community based organizations, and the UN/multilateral/bilateral institutions.
- 5. Financial sustainability of the organization
- 6. General Organizational Capacity

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

- a) Profile describing the nature of business, field of expertise;
- b)Business Licenses Registration Papers, Tax Payment Certification, etc.

⁴ This serves as a guide to the Service Provider in preparing the Proposal.

³ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

- c) Latest Audit Report for the last 3 years;
- d) Detailed bank requisites;
- e)Company Qualification record (Track Record)- indicating description of contract scope, contract duration, contract value, contract references providing at least 5 years' experience of implementing projects in M&E sector;
- f) At least 1 letter of recommendation from previous contract provider;

B. Proposed Methodology for the Completion of Services

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

C. Qualifications of Key Personnel

Service Provider must provide:

a) Names and qualifications of the key personnel:

Team Leader

- At least 7 years' substantive international (eastern Europe, CIS) experience in the field of of gender equality in the field of women's political and economic empowerment interventions;
- At least 3 years' of international experience in managing monitoring and evaluation of projects and programmes;
- Advanced (Masters or equivalent) university degree in social sciences, gender studies, political science, economics, development studies, or other related field;
- Experience in working with the UN/multilateral/bilateral organizations;
- Knowledge of the United Nations system, practices, and procedures, including UNDP, UN Women and UNFPA programme modalities an advantage.

Senior International Expert

- At least 7 years' substantive international (eastern Europe, CIS) experience in the field of gender equality with focus on combatting violence against women and domestic violence;
- At least 3 years' of international experience in evaluating projects or Monitoring and evaluation experience
- Advanced(Masters or equivalent) university degree in social sciences, gender studies, political science, Health, development studies, or other related domain.

Senior International Expert

- At Least 7 years' substantive international (eastern Europe, CIS) experience in the field of reproductive health and rights;
- At least 3 years of international experience in evaluating projects or Monitoring and evaluation experience;
- Advanced (Masters or equivalent) university degree in social sciences, international relations, political science, Health, development studies, or other related domain.

Senior Local Expert:

- At least 5 years' experience in the field of gender equality;
- At least 3 years of experience in evaluating projects or monitoring and evaluation experience;
- University degree in social sciences, gender studies, political science, Health, development studies, or other related domain.
- b) CVs demonstrating qualifications must be submitted;
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

D. Cost Breakdown per Deliverable*

	Deliverables [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Inception Report;	30 %	
2	Debriefing Presentation Document Draft Final Evaluation Report	40 %	
3	Final Report	30%	
****	Total	100%	

^{*}This shall be the basis of the payment tranches

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

	Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Per	sonnel Services				
1.	Team Leader				
2.	Senior International Expert				
3.	Senior International Expert		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	-	
4.	Senior Local Expert	· ····································	1,1,1		
II. Ou	t of Pocket Expenses				
1. 7	Fravel Costs				
2. F	Printing				

3. Others (If applicable please specify)		
III. Other Related Costs (Please Specify)		

[Name and Signature of the Service Provider's Authorized Person] [Designation] [Date]

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

- **8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- **8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - **8.4.1** Name UNDP as additional insured;
 - **8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - **8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
 - **8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

- **13.1** The recipient ("Recipient") of such information shall:
 - **13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - 13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
 - 13.2.1 any other party with the Discloser's prior written consent; and,
 - 13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls 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

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

19.0 CHILD LABOUR

- 19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

- 20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

- 22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

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





Annex 4

TERMS OF REFERENCE

For the Evaluation of the UN Joint Programme to Enhance Gender Equality in Georgia (UNJP)

Country:

Georgia

Project name:

UN Joint Programme to Enhance Gender Equality in Georgia (UNJP)

Duty Station:

Tbilisi, Georgia

Starting Date:

September 15, 2014

Duration of Contract:

17 weeks, 15 September - 10 January 2015

1. INTRODUCTION

With the support of the Swedish Government, the UN Joint Programme to Enhance Gender Equality in Georgia (hereinafter the "UNJP") is being implemented by UNDP, UN Women and UNFPA for 36 months, starting from December 2011. The overall goal of the UNJP is to promote gender equality and women's empowerment through strengthening capacities in the government, civil society, and communities.

The Joint Programme directly supports further realization of the women's rights and gender equality commitments undertaken by Georgia at international as well as national levels and upscales results achieved by the country with the support of the international community, including UN agencies, in the area of gender equality and women's empowerment through innovative initiatives. Furthermore, it contributes and responds to the United Nations Development Assistance Framework (UNDAF's) stated goals on enhanced protection and promotion of human rights, access to justice and gender equality and of improved access to quality health, education, legal aid, justice and other essential social services. The UNJP is directly linked to national priorities and it closely follows and derives from the aims, objectives and priorities of the Gender Equality National Action Plans (2011-2013) and (2014-2016) and Domestic Violence National Action Plans (2011-2012) and (2013-2015). The UNJP adopts an integrated approach by simultaneously targeting three interrelated levels:

- Policy and decision-making
- National and local institutions
- Work with civil society and grassroots communities

In the frameworks of the current Programme, UNJP plans to undertake the Joint Programme's external joint evaluation as provided in the Programme Document. Basic information on the Programme and documents can be found on the following website: http://mptf.undp.org/factsheet/fund/JGE00.

^[1] UNDAF Outcome: 1.3: vulnerable groups enjoy improved access to quality health, education, legal aid, justice and other essential social services; 2.1: Enhanced protection and promotion of human rights, access to justice and gender equality with particular focus on the rights of minorities, marginalized and vulnerable groups;

The <u>overall objective</u> of the evaluation is to assess the progress made towards the achievement of the overall goal and respective outcomes, including of expected and achieved accomplishments, examining the results chain, processes, contextual factors and causality, in order to understand achievements or the lack thereof. The evaluation also aims to gather lessons learned to provide recommendations and identify best practices that focus on key components to guide future joint programming of UNDP, UN Women, and UNFPA in the area of enhancing gender equality.

The main users of the evaluation include the UN agencies involved in the UNJP (UNDP, UN Women, and UNFPA), UNJP Steering Committee⁶, Swedish Government, the Government of Georgia and civil society organizations.

The findings of the evaluation reports will be reviewed jointly by UNDP, UN Women and UNFPA, and UNJP donor – Swedish Government, as well as relevant national stakeholders and partners to ensure that UNJP implementation responds to the set outcomes and objectives. The evaluation, including its recommendations will be used as a resource to inform future programming and direction, including the design of the second phase of this joint Programme or new projects as relevant.

2. CONTEXT

The Joint Programme is fully aligned with the priorities of the Millennium Development Goals, Convention on the Elimination of All Forms of Discrimination against Women (CEDAW), Beijing Platform for Action, and International Conference on Population and Development in Cairo and is in full compliance with national priorities in the area of gender equality and women's empowerment as spelled out in the following: Gender Equality Law of Georgia of 2010, Law of Georgia on Elimination of Domestic Violence, Protection of Victims of Domestic Violence and their Assistance (hereafter the DV Law) of 2006, National Action Plans Gender Equality (2011-13 and 2014-16) and National Action Plans on Domestic Violence (2011-12 and 2013-15).

The overall goal of the UNJP is planned to be achieved by realization of the following outcomes:

- 1. Enhanced women's political and economic empowerment;
- 2. Creating an enabling environment to eliminate violence against women, especially domestic violence (DV);
- 3. Gender Equality advanced by creating enabling environment to realize Sexual and Reproductive Rights of population;

The UNJP adopts an integrated approach by simultaneously targeting three interrelated levels:

- Policy and decision-making level: advocating for the streamlining of national legislation and policies related to gender equality, recommending improvements and supporting an informed dialogue among policy-makers, executives, women's rights and gender equality advocates and communities at grassroots level;
- National and local institutions: enhancing the capacities of national and local governments for planning and implementing gender sensitive policies and actions;
- Work with civil society and communities at grassroots level: strengthening their capacity and awareness of the need to address the issue of gender equality and women's empowerment.

⁶ The Steering Committee, co-chaired by the UN Resident Coordinator and the Chair of the Parliamentary Council for Gender Equality, consists of the representatives of senior personnel of all signatories to the Joint Programme document with similar level of decision-making authority, including representatives of the Participating UN Organizations and national coordinating authorities.

3. OBJECTIVES AND SCOPE OF THE EVALUATION

The overall objective of the evaluation is to assess progress made towards the achievement of the overall goal and respective outcomes, including evaluation of achievements, gaps and lessons learned to provide recommendations and identify best practices that focus on key components to guide future programming of UNDP, UN Women and UNFPA in the area of enhancing gender equality.

The specific objectives will be:

- To assess the extent to which UNJP objectives and results are relevant to UN and national development goals and policies;
- To assess the extent to which planned results, including agreed outputs and outcomes have been achieved as a result of UNJP efforts;
- To determine the efficiency of the UNJP in the achieving intended or unintended results in the area of gender equality, elimination of violence against women and realization of SRH&R;
- To assess the overall sustainability of UNJP results, including the level of national ownership, national capacity development, partnership between the implementing UN agencies and national partners, as well as sustainability aspects in UNJP design and strategy;
- To assess the extent to which the UNJP created synergies within the UN system and with the government and civil society stakeholders that contribute to gender mainstreaming in UN efforts at the national level.

The geographic scope of the evaluation will cover Tbilisi and Kutaisi, as well as Kakheti and Samegrelo-Zemo Svaneti Regions reflecting the geographic coverage of the UNJP.

4. EVALUATION CRITERIA AND EVALUATION QUESTIONS

The key importance throughout the evaluation is the assessment of the design and quality of the Joint Programme.

The evaluation will use the following criteria:

Relevance: of the planning, design and implementation processes of the UNJP to international and national commitments, policies and priorities in the area of gender equality, elimination of violence against women, in particular domestic violence and realization of SRH&R.

Efficiency: the extent to which the UNJP outputs and outcomes have been achieved with the appropriate resources (funds, time, expertise, administrative cost an etc.);

Effectiveness: a measure of the extent to which the UNJP has achieved its outputs and the extent to which these outputs have contributed to the achievement of the outcomes;

Sustainability: an assessment of the likelihood that the project results will endure after the active involvement of the UNJP has ended. To what extent the changes (and benefits) brought by the UNJP funded initiatives can be expected to last after projects completion;

Coordination: the extent of synergies among UNJP implementing UN agencies, coordination with the UNCT and broader stakeholders in the area of gender equality;

Added value: the extent to which UNJP adds benefits to the results from other development actors interventions.

The study will answer the following questions:

Relevance of the planning, design and implementation processes of the UNJP to international and national commitments, policies and priorities in the area of gender equality, elimination of violence against women and realization of SRH&R

- To what extent has the UNJP conceptualized, planned and designed jointly to respond to the international, regional and national commitments on Gender Equality and Women's Empowerment; to establish coherence and capitalize on the comparative advantages of participating UN agencies?
- Is there synergy or complementarity between the development actors in Georgia regarding gender equality?
- What is the UNJP's overall relevance for future programming purposes?

Effectiveness - a measure of the extent to which the UNJP has achieved its outputs and the extent to which these outputs have contributed to the achievement of outcomes;

- Has the UNJP achieved its objectives and how did the UNJP inputs and activities lead to output and outcomes?
- What were the constraining and facilitating factors and how far did the changing environment affect the achievement of the results?
- Has the partnership strategy utilized by the UNJP been appropriate and effective?
- What is the influence of the specific country context and circumstances on the achievement of UNJP results and operational effectives?
- To what extent have been the key objectives of the UNJP been attained?

Efficiency - the extent to which the UNJP outputs and outcomes have been achieved with the appropriate resources (funds, time, expertise, administrative cost an etc.);

Has the UNJP led to improved efficiency in the management of resources and what has been the relationship between increased/decreased efficiency and UNJP's results?

Sustainability - an assessment of the likelihood that the project results will endure after the active involvement of the UNJP has ended. To what extent the changes (and benefits) brought by the UNJP funded initiatives can be expected to last after projects completion;

- Is the project likely to have lasting results after its entire implementation and how can these results translate into future programming?
- Has the UNJP strengthened national ownership through the participation and inclusion of national governments and civil society groups in their Programming process and what were the related challenges and opportunities?

Coordination: the extent of synergies among UNJP implementing UN agencies, coordination with the UNCT and broader stakeholders in the area of gender equality;

- To what extent and how has the UNJP led to complementary and synergistic effects on broader UN efforts to achieve GE/WE (e.g. enhanced collaboration and coordination among UNCT, improved UN programming on GE/WE, etc.)?
- What are the key contributions and added value in terms of short and long term, intended and unintended, positive and negative results achieved by the UNJP to date?

Added Value: the extent to which UNJP adds benefits to the results from other development actors interventions.

- What are the main comparative strengths of the UNJP? Are these strengths a result of UNJP corporate features or are they specific to the separate UN (UNDP, UN Women, UNFPA) agency feature?
- To what extent would the results observed within the UNJP have been achieved without UNJP implementation?
- What is the main added value in the country context as perceived by the national stakeholders and/or partners?

5. METHODOLOGY

The methodology should use a combination of quantitative and qualitative research methods that are appropriate to address the main evaluation questions. These methods should be applied with respect of human rights and gender equality, and facilitate the engagement of key stakeholders. The key components of the evaluation will include desk review, interviews, site visits, focus groups, and analysis of the information.

The evaluation will draw from different sources:

- 1. A comprehensive desk review of relevant background documents on the Joint Programme, including their sub-project documents and other relevant documents and reports;
- 2. Selected existing monitoring reports of UNJP supported projects;
- 3. Interviews with relevant UNDP, UN Women and UNFPA employees, NGOs, and other partners and stakeholders, including representatives of the national and local government, parliament and donors and UNJP beneficiaries on grassroots' level;
- 4. Site visits to the UNJP supported activities.

The methodology should allow for the assessment of the range of potential effects of activities, including those related to capacity development, empowerment of national stakeholders, potential intangible effects and the added value of working "jointly". The methodology should explicitly outline how it will integrate a human rights based approach and explore the possibility of utilizing participatory methods. Data should be disaggregated by sex and according to other relevant parameters.

The evaluation will follow UNEG Norms and Standards for Evaluation in the UN system and abide by UNEG Ethical Guidelines and Code of Conduct and any other relevant ethical codes. (http://www.unevaluation.org/ethicalguidelines).⁷

⁷ Also: UNDP: http://web.undp.org/evaluation/guidance.shtml#handbook

IJNFPA: http://www.unfpa.org/public/home/about/Evaluation/Methodology

UN Women: http://www.unwomen.org/en/digital-library/publications/2012/10/evaluation-policy-of-the-united-nations-entity-for-gender-equality-and-the-empowerment-of-women

Validation Mechanisms

A variety of methods should be used to ensure validity of the data collected. Besides the systematic triangulation of data sources and data collection methods and tools, where possible, the validation of data will be sought through regular exchange with the internal reference group.

Stakeholders' participation

The evaluation should adopt an inclusive approach, involving a broad range of partners and stakeholders. The evaluation team should perform a stakeholders mapping in order to identify UNJP direct and indirect partners. These stakeholders may include representatives from the government, civil society organizations, UN organizations, other multilateral organizations, bilateral donors and most importantly grassroots communities – the beneficiaries of the UNJP.

6. EVALUATION PROCESS

The evaluation will unfold in three phases, each of them including several steps.

1) Design phase

This phase will include:

- a desk review of all of relevant background documents on the Joint Programme, including their sub-project documents and other relevant documents and reports; Also, the publications and knowledge products produced in the framework of the UNJP
- stakeholder mapping the evaluation team will prepare a mapping of stakeholders relevant to
 the evaluation. The mapping exercise will include state and civil-society stakeholders and will
 indicate the relationships between different sets of stakeholders;
- an analysis of the intervention logic of the UNJP, i.e., the theory of change meant to lead from planned activities to the intended results of the Programme;
- the finalization of the list of evaluation questions;
- development of a data collection in the context of possible scarcity of data and analysis strategy as well as a concrete work plan for the field phase.

At the end of the design phase, the evaluation team will produce an **inception report**, covering the results of the above-listed steps and tasks, inception report to be validated by the internal reference group.

2) Field phase

After the design phase, the evaluation team will undertake a two to three week in-country mission to collect and analyze the data required in order to answer the evaluation questions, final list consolidated at the design phase.

At the end of the field phase, the evaluation team will provide UNJP with a debriefing presentation on the preliminary results of the evaluation, with a view to validating preliminary findings and testing tentative conclusions and/or recommendations.

3) Synthesis phase

During this phase, the evaluation team will continue the analytical work initiated during the field phase and prepare a first draft of the evaluation report, taking into account comments made by the UNDP, UN

Women and UNFPA programme staff at the debriefing meeting. Comments made by the UNDP, UN Women and UNFPA programme staff and consolidated by the UNDP will then allow the evaluation team to prepare the final report, which should be validated by internal reference group prior to presenting to the external reference group.

7. EVALUATION DELIVERABLES

The key products expected for the evaluation are:

- Inception report: stakeholder mapping; evaluation matrix the evaluation matrix (including the final list of evaluation questions and indicators); the overall evaluation design and methodology, with a detailed description of the data collection plan for the field phase;
- 2. A debriefing presentation document (Power Point) synthesizing the main preliminary findings, conclusions and recommendations of the evaluation, to be presented and discussed with the CO during the debriefing meeting foreseen at the end of the field phase;
 - A draft final evaluation report (potentially followed by a second draft, taking into account potential comments from UNDP, UN Women and UNFPA staff);
- 3. Final report, based on comments UNDP, UN Women and UNFPA staff at the debriefing meeting.

For quality assurance, all deliverables will be approved by the UNDP Democratic Governance Team Leader, UN Women National Programme Officer and UNFPA National Programme Officer. Pending this approval, payments will be made accordingly.

8. MANAGEMENT

The contractor will work under direct supervision of the UNDP Democratic Governance Team Leader, UN Women National Programme Officer and UNFPA National Programme Officer. The administrative manager of the Evaluation will be UNDP Democratic Governance Team Leader.

The UNJP staff will serve as the internal reference group during the implementation of the Evaluation. The external reference group for finalizing the evaluation report will consist of the members of the Gender Equality Council of the Parliament, representatives of the donor, partner CSOs and Public Defenders Office.

9. TIMEFRAME

It is expected that the evaluation will be conducted over a period of 19 weeks, with the final report completed by 20 November, 2014.

	Phases	Dates
1.	Inception Phase	September 2014
2.	 A Desk Review Stakeholder mapping An Analysis of the interventional logic of the UNJP Field Phase Two to three week in-country mission 	October2014

	9	A debriefing presentation prepared	October 2014
3.	Synthe	esis Phase	
	6	Draft final evaluation report	November 2014
	6	Final report	January 2015

Company shall present a detailed workplan timeframe of all activities with the relevant resource allocations.

10. REQUIREMENTS

Minimum requirements for the Organization:

- 1. At least 5 years of past international experience in the field of monitoring and evaluation of projects preferably in the area of women's rights and gender equality;
- 2. Demonstrated experience of the organization to produce high quality monitoring and evaluation reports (verified by at least one letter of recommendation)
- 3. Experience of working in Georgia or in a country with the similar political, economic and social situation, preferably with particular focus on women's rights and gender equality;
- 4. Experience in working with multiple stakeholders is an asset: governments, civil society, community based organizations, and the UN/multilateral/bilateral institutions.
- 5. Financial Sustainability of the Organization
- 6. General Organizational Capacity

The evaluation team should consist of at least four specialists - international gender expert - Team Leader, experienced in evaluation of women's political and economic empowerment interventions, two more international experts — one with background in domestic violence and the other with background in reproductive health and rights and a local /national gender expert.

Minimum requirements to Team Leader:

- Advanced (Masters or Equivalent)university degree in social sciences, gender studies, political science, economics, development studies, or other related field;
- Substantive international (eastern Europe, CIS) experience (at least seven years) in the field of gender equality in the field of women's political and economic empowerment interventions;
- Three years of international experience in managing monitoring and evaluation of projects and programmes;
- Experience in working with the UN/multilateral/bilateral organizations;
- Knowledge of the United Nations system, practices, and procedures, including UNDP, UN
 Women and UNFPA programme modalities an advantage

Minimum requirements to Team Members:

Senior International Expert:

- Advanced (Masters or Equivalent) university degree in social sciences, gender studies, political science, Health, development studies, or other related domain;
- Substantive international (eastern Europe, CIS) experience (at least seven years) in the field of gender equality with focus on combatting violence against women and domestic violence;

• Three years of international experience in evaluating projects or Monitoring and evaluation experience

Senior International Expert:

- Advanced (Masters or Equivalent) university degree in social sciences, international relations, political science, Health, development studies, or other related domain;
- Substantive international (eastern Europe, CIS) experience (at least seven years) in the field of reproductive health and rights;
- Three years of international experience in evaluating projects or Monitoring and evaluation experience

Senior Local Expert:

- University degree in social sciences, gender studies, political science, Health, development studies, or other related domain;
- Experience (at least five years) in the field of gender equality; Three years of experience in evaluating projects or monitoring and evaluation experience

11. SELECTION OF THE EVALUATION COMPANY

The selection of the evaluation company will be based on the fulfilment of the specifications established in the TOR. The submitted proposals will be assessed on three main categories: the expertise and competencies of the evaluation company and evaluators, as reflected in the company documentation and CVs of the experts; the technical proposal for the specific evaluation. The categories will be assigned different weighting, which will total to 100 %. Technical passing score of 700 (70%) points.

I. The company and team composition (60%)

The company and the team's experience and qualifications meet the criteria indicated in the ToR. The team is gender balanced.

II. Proposed Methodology (40%):

- 1. Evaluation matrix. The matrix clearly addresses the TOR, relating evaluation Questions with evaluation Criteria, with Indicators and with Means of verification.
- 2. Evaluation approach and methodology. The proposal presents a specific approach and a variety of techniques for gathering and analysing qualitative and quantitative data that are feasible and applicable in the timeframe and context of the evaluation, and incorporates human rights and gender equality perspectives.
- 3. Work plan. The timeframe and resources indicated in the work plan are realistic and useful for the needs of the evaluation.

Annex 5

Technical Proposal Evaluation Form

	Percent total score	Max Points obtainable
The company and team composition	60%	600
Company Qualification	12%	120
At least 5 years of past international experience in the field of	3%	30
monitoring and evaluation of projects preferably in the area of		
women's rights and gender equality;		
Demonstrated experience of the organization to produce high	4%	40
quality monitoring and evaluation reports (verified by at least		
one letter of recommendation)		
Two letters of recommendation – 40		
One letter of recommendation - 20		
Experience of working in Georgia or in a country with the	2%	20
similar political, economic and social situation, preferably with		
particular focus on women's rights and gender equality;		
Experience in Georgia – 20		
Experience in similar country -10		
Experience in working with multiple stakeholders is an asset:	2%	20
governments, civil society, community based organizations,		
and the UN/multilateral/bilateral institutions		
Demonstrated experience – 20		
Financial Sustainability of the Company:	0.5%	5
Latest Audit Report (For the last 3 years)		
General Organizational Capacity:	0.5%	5
Business Licenses - Registration Paper		
Tax Payment certificate		
Detailed bank requisites		
Minimum requirements to Team Leader :		120
Advanced (Masters or Equivalent)university degree in social	3%	30
sciences, gender studies, political science, economics,		
development studies, or other related field; (min.		
requirement)		
Substantive international (eastern Europe, CIS) experience (at	5%	50
least seven years) in the field of gender equality in the field of	and the state of t	
women's political and economic empowerment interventions;		
(min. requirement)		•
Three years of international experience in managing	2%	20
monitoring and evaluation of projects and programmes; (min.		
requirement)		40
Experience in working with the UN/multilateral/bilateral	1%	10
organizations; (min. requirement)	}	
Experience: 10		
No Experience: 1	<u> </u>	

Knowledge of the United Nations system, practices, and procedures, including UNDP, UN Women and UNFPA programme modalities an advantage Experience with UN - 10	1%	10
No experience -1 Minimum Requirements to Senior International Expert:		120
Advanced (Masters or Equivalent)university degree in social sciences, gender studies, political science, Health, development studies, or other related domain; (min. requirement)	2%	20
Substantive international (eastern Europe, CIS) experience (at least seven years) in the field of gender equality with focus on combatting violence against women and domestic violence; (min. requirement)	5%	50
Three years of international experience in evaluating projects or Monitoring and evaluation experience (min. requirement)	5%	50
Minimum Requirements to Senior International Expert:		120
Advanced (Masters or Equivalent)university degree in social sciences, gender studies, political science, Health, development studies, or other related domain; (min. requirement)	2%	20
Substantive international (eastern Europe, CIS) experience (at least seven years) in the field of reproductive health and rights; (min. requirement)	5%	50
Three years of international experience in evaluating projects or Monitoring and evaluation experience (min. requirement)	5%	50
Minimum Requirements to Senior Local Expert:		120
University degree in social sciences, gender studies, political science, Health, development studies, or other related domain <i>(min. requirement)</i>	2%	20
Experience (at least five years) in the field of gender equality; (min. requirement)	5%	50
Three years of experience in evaluating projects or monitoring and evaluation experience (min. requirement) Total:	5%	50
Proposed Methodology:	40%	400
Appropriateness of Methodology. The proposal presents a specific approach and a variety of techniques for gathering and analysing qualitative and quantitative data that are feasible and applicable in the timeframe and context of the evaluation, and incorporates human rights and gender equality perspectives. Fully presents – 200 Fairly presents – 100		200
Does the Company fully understand the task. Is the scope well defined and corresponds to Terms of Reference (TOR)	15%	150

Fully understands - 150		
Fairly understands - 135		
Work plan. The timeframe and resources indicated in the work plan are realistic and useful for the needs of the evaluation Fully useful – 50	5%	50
Fairly useful – 35		
Total a light and the second of the second o	100 %	1000