

03rd of May 2010

REQUEST FOR PROPOSAL



wishes to contract services for provision of

United Nations Development Assistance Framework (UNDAF) Evaluation - UN in Mozambique -

SEALED proposals or FAXED proposals MUST be sent to:
UNICEF Maputo's Reception [Bid box]
Av do Zimbabwe 1440 | Maputo, Mozambique
or to fax +258 21 4997 03 (for sending the offer only)
Request for Proposal No.: RFP-2010-007
UNDAF Evaluation

It is essential that this reference **RFP-2010-007** is shown on the envelope containing the offer. This Form must be used when replying to this Request. Offers MUST be received at the above address **BY LATEST 11:00** hours (Maputo Time) **on the 19th May 2010**.

IMPORTANT - Proposals received in any other manner will be INVALIDATED.

Reviewed by:
 Carl Howorth
 Supply & Logistics Manager
 UNICEF Maputo

On behalf of UN agencies in Mozambique:
 Approved by:
 Roberto De Bernardi
 Deputy Representative | UNICEF Maputo

FOR QUERIES:

Sonia Freitas Heurlin, Procurement Specialist | Supply & Logistics Unit
 Telephone: +258 21 481 100 | E-mail: sfreitas@unicef.org

**(To be contacted for additional information, NOT FOR
SENDING OFFERS)**

I. PROPOSAL FORM

PROPOSAL FORM must be completed, signed and returned to UNICEF. Proposal must be made in accordance with the instructions contained in this REQUEST.

TERMS AND CONDITIONS OF CONTRACT

Any Contract resulting from this REQUEST shall contain UN General Terms and Conditions and any other specific Terms and Condition detailed in the REQUEST.

INFORMATION

Any request for information regarding this REQUEST must be forwarded by fax or e-mail to the attention of Ms. Sonia Freitas (sfreitas@unicef.org), with specific reference to the Request number.

PROPOSAL

The Undersigned, having read the Terms and Conditions of **RFP-2010-007** set out in the attached document, hereby offers to execute the services specified in the Terms and Conditions set out in the document.

Signature: _____

Date: _____

Name & Title: _____

Company: _____

Postal Address: _____

Tel/Cell Nos: _____

Fax No: _____

E-mail: _____

Validity of Offer: _____

Currency of Offer: _____

Please indicate after having read UN Terms of Payment stated in document, which of the following terms are offered by you.

30 days net _____ Within 10 days 3.0% discount _____ Within 15 days 2.5% discount _____
 Within 20 days 2.0% discount _____ Other _____

This signed form must be submitted as part of the Technical Proposal

II. Foreword - the 'United Nations' and the 'One UN Initiative in Mozambique'

The United Nations works, at the request of the Government of Mozambique, to support national developments efforts, respond to emergencies and ensure peace and security to all Mozambicans.

In order to respond more effectively to the challenges of meeting the Millennium Development Goals (MDG), the UN in Mozambique has in recent years been moving towards improved coordination and increased alignment with national priorities. The implementation of UN reforms and the rapidly evolving development assistance environment in Mozambique, characterised by a move towards more flexible aid modalities such as sector Common Funds and General Budget Support (GBS), have provided the UN family with an opportunity to accelerate reform activities at country level. This progress has enabled the UN Country Team to work more closely together, acting as one as one family and speaking with one voice. **Mozambique was officially designated as a Delivering as One UN pilot country in January 2007.**

The **Delivering as One Operational Plan** outlines the vision for the Delivering as One in Mozambique and how this vision is to be achieved, through implementation of the "Four Ones" proposed in the report of the High Level Panel, namely: (1) One Programme; (2) One Leader; (3) One Budgetary Framework; and (4) One Office/Common Services. The last mentioned refers to One Office and Common Services, a results-based management system, with integrated support services, under which all agencies share joint premises and common services, wherever cost-efficient, with an aim to ensure efficient and effective delivery of operations support for programmatic activities of all agencies in the country. This arrangement ensures that cooperative arrangements are in place to build on synergies and maximise the use of available capacities and infrastructure.

For more information on the UN agencies working in Mozambique and to know more about the One UN Initiative, please access the website www.mz.one.un.org.

	FAO Food and Agriculture Organization		UN-HABITAT United Nations Programme for Human Settlements
	IFAD International Fund for Agriculture Development		UNHCR United Nations High Commission for Refugees
	ILO International Labor Organization		UNICEF United Nations Children's Fund
	ITC International Trade Centre		UNICRI United Nations Interregional Crime and Justice Research Institute
	IOM International Organisation for Migration		UNIDO United Nations Industrial Development Organization
	UNAIDS Joint United Nations Programme for HIV/AIDS		UNIFEM United Nations Development Fund for Women
	UNDP United Nations Development Programme		UNV United Nations Volunteers
	UNEP United Nations Environment Programme		WFP World Food Programme
	UNESCO United Nations Educational Scientific Cultural Programme		WHO World Health Organization
	UNFPA United Nations Population Fund		World Bank World Bank

III. RULES AND PROCEDURES

1.0 PURPOSE OF THE REQUEST FOR PROPOSAL (RFP)

1.0.1 The purpose of this Request for Proposal (RFP) is to invite proposals to contract a qualified consultancy firm to provide the following services to the UN in Mozambique: **UNDAF Evaluation**

1.1 RECEIPT OF PROPOSALS POLICY

1.1.1 All requests for formal clarification or queries on this RFP must be submitted in writing to **Sonia Freitas Heurlin** via email at **sfreitas@unicef.org**.

1.1.2 Only written inquiries will be entertained. Please be informed that if the question is of common interest, the answer will be shared with all potential RFP bidders.

1.1.3 **Proposals** should be submitted in **English**. Bidders must submit a sealed proposal (or to fax: +258 21 499703), ensuring **separate envelopes (or pages, in case of faxed proposals) for the Technical Proposal and the Price Proposal**. Prices or rates shall **not** appear in any other part of the proposal. Proposals must be received not later than **19th May 2010 at 11.00 am**.

1.1.4 Sealed proposal must be securely closed in suitable envelopes and dispatched to arrive at the UNICEF office indicated no later than the closing time and date.

1.1.5 Sealed proposals received prior to the stated closing time and date will be kept unopened. The responsible officers will open technical proposals when the specified time has arrived and no proposal received thereafter will be considered. UNICEF will accept no responsibility for the premature opening of a proposal not properly addressed or identified. Any delays encountered in the main delivery will be at the risk of the bidder.

1.1.6 Offers delivered at a different address, or in a different form than prescribed in this RFP, or which do not respect the required confidentiality, or received after the designated time and date, **will be rejected**.

1.1.7 All references to descriptive materials should be included in the appropriate response paragraph, though the material/documents themselves may be provided as annexes to the proposal/response.

1.2 PROPOSAL FORMAT AND PROCEDURES

1.2.1 **Technical Proposal**: the Technical Proposal shall be written in English and shall include:

- The proposed methodology and technical approach;
- CV of the proposed personnel
- Reference/indication of previous experience related to this work

1.2.2 Technical proposals will be evaluated based on the following criteria:

Technical Evaluation Criteria

Technical Criteria	Technical Sub-criteria	Maximum Points
Overall Response	Completeness of response	5
	Overall concord between RFP requirements and proposal	5
Maximum Points		10
Company and Key Personnel	Experience with the UN and the knowledge of the UN reform agenda	10
	Relevant technical work experience	10
	Adequate qualification (advanced graduate degree in relevant discipline)	10
Maximum Points		30
Proposed Methodology and Approach	Soundness of proposed methodology	10
	Sequence of activities and timeline well defined and logical	10
	Delivery schedule promises efficient implementation	10
Maximum Points		30
Total Maximum		70

1.2.3 **Financial Proposal:** The Financial Proposal shall include details of the inherent costs of the consultancy, including the remuneration of the personnel, reimbursable costs (e.g. accommodation), transport to Mozambique, in and within the districts, services and office equipment. It should also indicate clearly on which budget lines Value Added Tax (VAT) will apply, bearing in mind that the UN will only pay for VAT on reimbursable.

1.2.4 On the basis of technical and financial proposal, the UN will select a consultancy firm to conduct the assignment, given it meets the best overall value, composed of technical merit and price.

1.3 VALIDITY

1.3.1 Proposal must be valid for a minimum of ninety (90) days from the date of opening of this RFP. Bidders are requested to indicate the validity period of their proposal in the Proposal Form. UN Mozambique may also request for an extension of the validity of the proposal.

1.4 CONTRACTUAL TERMS AND CONDITIONS

1.4.1 The UN General Terms and Conditions are attached and will form part of any contract resulting from the RFP.

1.5 FULL RIGHT TO USE AND SELL

1.5.2 The bidder warrants that it has not and shall not enter into any agreement or arrangement that restrains or restricts UN, or any other recipient UN agencies the rights to use the service that may be acquired under any resulting Contract.

1.6 SUBCONTRACTING



1.6.1 Proposers MUST identify on their offer, any services, which may be offered by themselves, but originate from another supplier and/or country. The UN Mozambique must review all subcontracting prior to award.

1.7 PROPOSER'S REPRESENTATIONS

1.7.1 The proposer represents and warrants that it has the personnel, experience, qualifications, facilities, financial resources and all other skills and resources to perform his or her obligations under any resulting Contract.

1.8 CONFIDENTIAL INFORMATION

1.8.1 Information, which the bidder considers proprietary, should be clearly marked "proprietary", if any, next to the relevant part of the text, and the UN Mozambique will treat such information accordingly.

1.9 RIGHTS OF UNITED NATIONS

1.9.1 UN Mozambique reserves the right to accept any proposal, in whole or in part; or, to reject any or all proposals. The UN reserves the right to invalidate any Proposal received from a Bidder who has previously failed to perform properly or complete contracts on time, or a Proposal received from a Bidder who, in the opinion of UN, is not in position to perform the contract. UN shall not be held responsible for any cost incurred by the Bidder in preparing the response to their Request for Proposal. The Bidder agrees to be bound by the decision of UN as to whether her/his proposal meets the requirements stated in this Request for Proposal. Specifically, UN reserves the right to:

- Contact any or all references supplied by the bidder(s)
- Request additional supporting or supplementary data (from the bidder(s))
- Arrange interviews with the bidder(s)
- Reject any or all proposals submitted
- Accept any proposals in whole or in part
- Negotiate with the most favourable bidder(s)
- Contract any number of candidates as required to achieve the overall evaluation objectives

IV. TERMS OF REFERENCE

1. Introduction

The third generation of United Nations Development Assistance Framework (UNDAF) for Mozambique for 2007 to 2009 and its extension 2010-2011 is a common strategic framework for the operational activities of the UN system in Mozambique. It summarizes how the UN family in Mozambique intends to support the Government of Mozambique in achieving the national objectives as identified in Mozambique's second Action Plan for the Reduction of Absolute Poverty (Plano de Acção para a Redução da Pobreza Absoluta - PARPA II, 2006-2009, extended until end 2010). The PARPA II describes the macroeconomic, structural and social policies to be implemented in Mozambique with the ultimate aim of eradicating poverty and is an operationalization of the Government's Five Year Plan (2005-2009), adopted in May 2005. These in turn reflect priorities of regional initiatives, such as the New Partnership for Africa's Development (NEPAD).

As the preparation of the 3rd generation of CCA/UNDAF coincided with the elaboration of the



national document of PARPA II, it provided a unique window of opportunity to simplify and align the process of the 3rd UNDAF with that of the PARPA II. In order to embark on this opportunity, and as an important step towards the harmonisation and alignment of UN efforts with those of Government and Development Partners, the UNCT agreed not to conduct a Common Country Assessment (CCA), but rather to adopt the PARPA II as its third generation CCA and align the content and cycle of the UNDAF with the PARPA II, developing a three-year framework for 2007-2009. When the PARPA was extended for an additional year, the UN in Mozambique decided to extend its UNDAF for two additional years in order to enable the alignment of the next UNDAF with Government priorities to be outlined in the new Government's Five Year Plan just recently approved.

The priority areas for future UN collaboration were discussed at the UNDAF Strategic Planning Retreat, 16 to 18 November 2005, with the participation of the Government of Mozambique, development partners, and other stakeholders, including civil society organizations. Guided by the key development challenges highlighted in the 2005 MDG Progress Report for Mozambique, the national priorities outlined in PARPA II, the recommendations of the 2004 UNDAF Mid-Term Assessment, and discussions on the collective comparative advantage of the UN, three broad areas and pillars for future collaboration were proposed, namely: Governance, Human Capital and HIV/AIDS. In early 2007, the UNCT decided to complement the existing pillars with a fourth one - the Economic Development pillar - in order to capture some crucial development issues related to production activities addressed by the Agenda 2025, the PARPA II, and key sectoral plans. At the same time, specific normative and technical advisory services provided by the UN agencies in Mozambique have been annexed to the UNDAF document in order to better represent the full scope of UN activities in Mozambique and at regional level.

Results and Monitoring and Evaluation (M&E) matrices have been developed for each of the four 'pillars'. It was agreed that the guiding principles for the development of the matrices would include: 1) complete alignment between the selected UNDAF and PARPA II pillars; 2) clear reference to the PARPA II priorities; 3) all UNDAF outcomes should involve at least two, and preferably three or more UN agencies; 4) priorities should be based on tangible/measurable results with corresponding baselines; and 5) all planned outcomes should complement contributions made by the UN's development partners.

The highly participatory work culminated in the Joint Strategy Meeting (JSM) in November 2006, at which the draft UNDAF Results and M&E matrices for the first three pillars were presented and validated by representatives of Government, development partners and civil society. The draft country programmes for UNDP, UNICEF, UNFPA and WFP were also presented at the JSM. The fourth pillar Results and M&E matrices as well as the scope of UN normative and technical advisory services have been presented and validated by MINEC and officially included in the UNDAF document in February 2008.

As the designation of Mozambique as a Delivering as One UN pilot country came after the development and signature of the 2007-09 UNDAF, the period 2007 to 2011 (taken into account the UNDAF extension) is viewed as a transition period, with the UN Country Team working towards the development of One Country Programme for the next programming cycle - depending on the Government cycle of the next Five Year Plan and a single Country Programme Action Plan (CPAP). The UN family is committed to the achievement of all results in the UNDAF, but will also place particular focus on a sub-set of results that best demonstrate the added value of the UN in the current aid environment. While the UNDAF provides the overall strategic framework for UN support to national priorities in Mozambique during the current transition period, the One Programme is intended to provide a focused and results-based operational framework that both ensures attainment of all the results outlined in the



UNDAF and also paves the way for a reformed UN under the next cycle. The One Programme places particular focus on a sub-set of selected, strategic outputs highlighting joint action in those identified areas of comparative advantage of the UN, which present the greatest opportunity for the UN agencies to work together to achieve greater impact.

2. Purposes

The UNDAF Evaluation will serve three main purposes:

- a) To assess the relevance of the UNDAF outcomes, the effectiveness and efficiency by which UNDAF outcomes and Country Programme outcomes are being achieved their sustainability and contribution to national priorities and goals.
- b) To determine how the UNDAF helped UN agencies to contribute more effectively and efficiently to national development efforts and capacity building
- c) To learn from experiences of the current programming cycle, and identify issues and opportunities emerging from the implementation of the current UNDAF, to inform the design of the next UNDAF and country programmes and projects by individual agencies as well as adjust the current programming as relevant.

The main users of the Evaluation will be the UNDAF partners, i.e. the UNCT and the government of Mozambique and donors who support the programmes. The UNDAF evaluation will directly feed into the design and preparation of the next UNDAF (definition of UNDAF outcomes and expected impact).

The UNDAF Evaluation will build on the information gathered by the Delivering as One (DaO) Evaluation which will be finalized in July 2010.

3. Objectives, scope and key questions

The consultants will review the implementation of the UNDAF 2007-2009, which includes:

1. Governance Pillar

Capacity development of the Government at decentralised level
 Capacity development of the Government in service provision at decentralised levels
 Policy management, harmonisation and alignment
 Democratic governance and legislative reforms
 Rule of law, access to justice, and penal reforms
 Capacity development of Civil Society Organisations
 Disaster risk reduction and climate change

2. Human Capital Pillar

Primary education
 Increased access and use of health services
 Increased access and use of safe water and sanitation
 Food security and nutrition
 Social protection and vulnerable groups

3. HIV/AIDS Pillar

HIV prevention
 PMTCT
 People living with HIV/AIDS
 Social protection and vulnerable children
 HIV mainstreaming
 Monitoring and evaluation

4. Economic Development

Formulation and implementation of policy framework
 Sustainable local economic development



Pro-poor economic growth

The objectives of the evaluation are to:

- a) Assess the *role* and *relevance* of the UNDAF (i) in relation to the issues and their underlying causes, and challenges identified by the CCA undertaken at the beginning of the current programme cycle and in the context of national policies and strategies (ii) as a reflection of the internationally agreed goals, particularly those in the Millennium Declaration, and international norms and standards guiding the work of agencies of the UN system and adopted by UN member states:
 - Do the UNDAF outcomes address key issues, their underlying causes, and challenges identified by the CCA? Were new issues and their causes as well as challenges that arose during the UNDAF cycle adequately addressed?
 - Has the UNDAF results matrix been sufficiently flexible to adjust to evolving national policies and strategies e.g. National Development Plans and Goals, PRSP, SWAP, legislative reform) during the current programme cycle?
 - Have the UNDAF outcomes been relevant in terms of internationally agreed goals and commitments, norms and standards guiding the work of agencies of the UN system (including the Millennium Declaration MDGs, UN human rights treaties, including such as CRC, CEDAW).
- b) Assess *design* and *focus* of the UNDAF, i.e. the quality of the formulation of results at different levels, i.e. the results chain:
 - To what extent is the current UNDAF designed as a results-oriented, coherent and focused framework?
 - Were expected outcomes realistic given the UNDAF timeframe, the Agencies' capacities and resources?
 - To what extent and in what ways have risks and assumptions been addressed in UNDAF design?
 - Is the distribution of roles and responsibilities among the different UNDAF partners well defined, facilitated in the achievement of results and have the arrangements been respected in the course of implementation?
 - Does the UNDAF respond to the challenges of national capacity development and does it promote ownership of programmes by the national partners and the use of national expertise and technologies?
 - To what extent have human rights principles and standards been reflected or promoted in the UNDAF? To what extent and in what ways has a human rights approach been reflected as one possible method for integrating human rights concerns into the UNDAF?
 - To what extent and in what ways are the concepts of gender equity and equality and other cross-cutting issues reflected in programming? Were specific goals and targets set? Was there effort to produce sex disaggregated data and indicators to assess progress in gender equity and equality? To what extent and how is special attention given to girls' and women's rights and empowerment?
- c) Assess the validity of the stated collective *comparative advantage* of the UN System:
 - To what extent and in what ways have the comparative advantages of the UN organizations been utilized in the national context (including universality, neutrality, voluntary and grant-nature of contributions, multilateralism, and the special mandates of UN agencies)?
- d) Assess the *effectiveness* of the UNDAF in terms of progress towards agreed UNDAF outcomes, including an assessment of the performance of its Joint Programmes:
 - What progress has been made towards the realization of UNDAF outcomes as a contribution to the achievement of MDGs and in terms of indicators as reflected in the UNDAF M&E Plan?



- Which are the main factors that contributed to the realization or non-realization of the outcomes? How were risks and assumptions addressed during the implementation of programmes and projects?
- e) Assess the *efficiency and effectiveness* of the UNDAF as a coordination and partnership framework:
- To what extent and in what ways has UNDAF contributed to achieving better synergies among the programmes of UN agencies?
 - Has the UNDAF enhanced joint programming by agencies and /or resulted in specific joint programmes? Were the strategies employed by agencies complementary and synergistic?
 - Have agency supported programmes been mutually reinforcing in helping to achieve UNDAF outcomes? Has the effectiveness or programme support by individual agencies been enhanced as a result of joint programming?
- f) To the extent possible, assess the medium term *impact* of UNDAF on the lives of the poor, i.e. determine whether there is any major change in UNDAF indicators that can reasonably be attributed to or be associated with UNDAF, notably in the realization of MDGs, National Development Goals and the national implementation of internationally agreed commitments and UN Conventions and Treaties.
- h) Analyse to what extent results achieved and strategies used by the UNDAF are *sustainable* (i) as a contribution to national development and (ii) in terms of the added value of UNDAF for cooperation among individual UN agencies.

4. Management and organisation

The Consultants will be expected to work independently on the evaluation although organisational support will be available from the Office of the Resident Coordinator and the UNDAF Evaluation Task Force.

The Institutional Arrangements for the UNDAF Evaluation will be constituted by following constituencies:

- a) The **UNDAF Evaluation Management Group** (EMG) formed by following representatives of the Government of Mozambique: Minister of Foreign Affairs and Cooperation, Minister of Development and planning, Minister of Finance, Minister of State Administration, Minister of Justice, Minister of Public Function and Minister of Health. Additionally the EMG will have a Representative of the UN, a Representative of the Civil Society (G20), a Representative of the Private Sector (CTA), a Representative of Academia (High Institute of International Relations) and Representatives of following donors: Spain, Norway, UK. The EMG will be responsible for:
- Leading the UNDAF Evaluation process to ensure that a coordinated approach is applied;
 - Taking specific policy decisions related to the planning and implementation of the Evaluation;
 - Approving the draft and final reports of the UNDAF Evaluation
- b) The **UNDAF Evaluation Task Force** formed by the Chairs and Vice Chairs of the UN Programme Management Team (PMT) and of the UN Monitoring and Evaluation Reference Group (M&E RG), as well as the PMT UNDAF pillar leads as appropriate. The main tasks of the UNDAF Evaluation Task Force will be to guide the evaluation process at the design, implementation and report stages and regularly report back to the UNCT on progress. Therefore, the Task Force will administratively manage the process of the UNDAF evaluation. More concretely the Task Force members will:

- Prepare, as far as possible, all necessary documentation for the consultant/s to complete the desk review in advance of the start of data collection;
 - Follow-up the process of the evaluation to ensure timely delivery of the reports;
 - Organize any stakeholder consultations and EMG meetings planned during the evaluation period;
 - Provide support to the consultants in obtaining documents and providing contact data for organizing interviews throughout the period of the evaluation; and
 - Endeavour to obtain any additional information needed, as well as provide any other relevant inputs as required.
- c) The **In-country, In-house Quality Assurance Panel** formed by the current members of the UNCT PARPA Task Force and the UN Resident Coordinator. The panel will be responsible for ensuring the quality of the evaluation by reviewing the draft and final UNDAF evaluation reports and will serve as a sounding board for the EMG decisions on the evaluation. The PMT and the M&E Reference Group will provide technical inputs to the deliberables.
- d) The **External Quality Assurance Panel formed by selected and relevant members of the UN Regional Directors Team, agency HQ and DOCO**. The panel will be responsible for ensuring the quality of the evaluation by reviewing all deliverables and will serve as an independent technical board throughout the evaluation.

5. Methods and process

The Consultants will use following methodology to evaluate the UNDAF 2007-2009 and its extension in Mozambique:

- Undertake a comprehensive desk review (synthesis and data analysis) of existing studies, surveys and evaluations conducted by UN agencies and their partners during the current UNDAF cycle as well as documents from the government on national policies and strategies;
- Conduct interviews with Heads of UN Agencies, Programme Management Team members, donors and selected senior Government officials; and
- Prepare a report including identified constraints, lessons and challenges in relations to the priority interventions as well as specific recommendations made both to the UNCT and to individual agencies.

The process of the evaluation will include following steps:

- The consultant will participate in an initial briefing meeting with the UNCT and the UNDAF Evaluation Task Force
- Prior to the end of the consultancy, the consultants will submit a first draft report to the Task Force for circulation to the Quality Assurance Panels and the EMG for comments and feedback
- These comments will be added to feedback from a broader range of stakeholders during a consultation meeting. The consultants will prepare a final revision of the UNDAF Evaluation report including an elaboration of the comments/recommendations previously received.

The UNDAF evaluation process will involve key stakeholders (e.g. UN staff, their counterparts in the government, NGOs, international actors, bilateral donors) and provide an opportunity to contribute to the capacity-building in evaluation of national partners.

The analysis should include appropriate discussion of the relative contributions of different stakeholders to results, thereby displaying a sense of proportionality between the relative contributions of each partner, and the results observed.

The analysis should provide evaluable illustrative examples (i.e. programmes, projects, and enabling activities) of the partnerships between UN funds, programmes and specialized agencies and the respective Government ministries and/or departments as well as other governmental entities, noting that programmes and projects are evaluable when they embody a set of activities that pursue specific, measurable, achievable, relevant and time-bound (SMART) objectives with clear indicators that allow assessing at a later stage whether the objectives and corresponding results have been achieved and whether these are relevant and sustainable.

6. Qualifications of the consultants

A team of four (4) national and international consultants is needed, one of them will act as team leader, with a mixture of following skills and experience:

- Advanced university degree (Masters and equivalent) in development studies, economics, international relations, or related field
- 10 years of relevant professional experience is highly desirable, including previous substantive involvement in evaluations and/or reviews
- Excellent knowledge of the UN system and UN common country programming processes
- Specialized experience and/or methodological/technical knowledge, including some specific data collection and analytical skills, particularly in the following areas: understanding of human rights-based approaches to programming; gender considerations; Results Based Management (RBM) principles; logic modelling/logical framework analysis; quantitative and qualitative data collection and analysis; participatory approaches
- Excellent written and spoken English. Good knowledge of Portuguese is an asset
- Excellent report writing skills as well as communication and interviewing skills

7. Deliverables

The key deliverable will be a brief UNDAF Evaluation report (max 40 pages) for dissemination to the UNCT, relevant stakeholders and the Government of Mozambique. A draft report will previously be submitted for review by the Quality Assurance Panels and the EMG and revised following their comments.

Content and format of the report should comply with the OECD/DAC Evaluation Quality Standards and the UNEG Evaluation Norms and Standards.

Analysis should include appropriate discussion of the relative contributions of stakeholders to results.

The report should include:

- An Executive Summary;
- An Introduction;
- A Reflection on the main findings which considers: (a) the results of the desk review of existing documentation available, and (b) the interviews conducted with Heads of UN Agencies, selected senior programme staff, and selected senior Government officials;
- A Conclusion; and
- Recommendations identifying issues and opportunities to consider in preparing for the next UNDAF

8. Evaluation Timeline

April 2010	May 2010	June 2010	July 2010
UNCT <ul style="list-style-type: none"> Discusses and approves UNDAF Evaluation ToR Forms specific UNDAF Evaluation Task Force to manage the Evaluation process 	UNDAF Evaluation Task Force <p>review of 'desk review documents list', and key stakeholders and UN Staff contact list</p>	UNCT, Task Force and Consultants <ul style="list-style-type: none"> Briefing meeting Consultants <ul style="list-style-type: none"> Data Gathering and Analysis Submission of draft report Quality Assurance Panels and EMG <ul style="list-style-type: none"> Review and comments to draft report 	EMG, Task Force, Stakeholders and Consultants <ul style="list-style-type: none"> Stakeholders' Consultation meeting Consultants <ul style="list-style-type: none"> Final UNDAF Evaluation Report prepared Quality Assurance Panels <ul style="list-style-type: none"> Review of final report EMG <ul style="list-style-type: none"> Review and approval of final report Dissemination of the evaluation findings & recommendations to stakeholders.

The consultancy should preferably start at the beginning of June.

9. List of relevant documents

Government specific

1. PARPA II – Action Plan for the Reduction of Absolute Poverty (2006-2009) (May 2006);
2. PARPA II - Relatório de Avaliação de Impacto (November 2009);
3. Plano Quinquenal 2006-2009

United Nations specific

4. Operational Plan of the UN System in Mozambique 2007-2009 (3 December 2007).
5. Mozambique Stocktaking Report 2008 (March 2009);
6. Mozambique Stocktaking Report 2007
7. All Joint Programmes Project Documents
8. The ONE UN Fund Annual Progress Report 2008,
9. UNDAF 2007-2009,
10. UNDAF Extension Document 2010-2011,
11. UNDAF Annual Reports
12. UNDAF Mid-Term Review
13. UN Annual Report 2009



IV. SPECIAL TERMS AND CONDITIONS

UNETHICAL BEHAVIOUR

The UN strictly enforces a policy of zero tolerance concerning unethical, unprofessional or fraudulent acts of UN bidders. Accordingly, any registered bidder that is found to have undertaken unethical, unprofessional or fraudulent activities will be suspended or forbidden from continuing business relations with the UN.

CORRUPT AND FRAUDULENT PRACTICES

The UN requires that all bidders associated with this Invitation to Bid / Request for Proposal observe the highest standard of ethics during procurement and execution of the work. In pursuance of this policy UN.

(a) Defines for the purpose of this provision the terms set forth as follows:

(i) Corrupt practice means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in the execution of a contract, and

(ii) Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the client, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the client of the benefits of free and open competition;

(b) Will reject a proposal for award if it determines that the selected supplier / contractor have engaged in any corrupt or fraudulent practices in competing for the contract in question;

(c) Will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a UN-financed contract if at any time it determines that it has engaged in any corrupt or fraudulent practices in competing for, or in executing a UN-financed contract.

GUIDELINES ON GIFTS AND HOSPITALITY

Bidders shall not offer gifts or hospitality to UN staff members. Recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners are also prohibited.

PERFORMANCE SECURITY / LIQUIDATED DAMAGES

If the Contractor fails to complete the Works in accordance with the dates stipulated in the contract, UN shall have the right to deduct from any payment due the Contractor the amount of one per cent of the contract per day of delay up to a maximum of ten per cent (10%) of the price of the Works. These liquidated damages shall not relieve the Contractor of his obligations or responsibilities that he may have under the Agreement.

V. GENERAL TERMS AND CONDITIONS

1. LEGAL STATUS

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



2. SOURCE OF INSTRUCTION

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

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

4. ASSIGNMENT

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

5. SUB-CONTRACTING

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

6. OFFICIALS NOT TO BENEFIT

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

7. INDEMNIFICATION

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

8. INSURANCE AND LIABILITIES TO THIRD PARTY

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 its 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, aeroplanes 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 the United Nations as additional insured;
- 8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the United Nations;
- 8.4.3 Provide that the United Nations 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 United Nations with satisfactory evidence of the insurance required under this Article.

9. ENCUMBRANCES/LIENS

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

10. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by the United Nations shall rest with the United Nations and any such equipment shall be returned to the United Nations at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to the United Nations, 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 the United Nations for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

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

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

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

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of the United Nations, shall be treated as confidential and shall be delivered only to United Nations authorized officials on completion of work under this Contract.

13.2 The Contractor may not communicate at any time to any other person, Government or authority external to the United Nations, any information known to it by reason of its association with the United Nations which has not been made public except with the authorization of the United Nations; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE/OTHER CHANGES IN CONDITIONS

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 United Nations, 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 United Nations or any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the United Nations 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 United Nations 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.

15. 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 "Arbitration" below shall not be deemed a termination of this Contract.

15.2 The United Nations may terminate forthwith this Contract at any time should be mandate or the fundings of the Mission/Agency be curtailed or terminated, in which case the Contractor shall be reimbursed by the United Nations 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 the United Nations under this Article, no payment shall be due from the United Nations 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 United Nations 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 United Nations of the occurrence of any of the above events.

16. 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, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then prevailing, 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 or relating to this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then prevailing. The arbitral tribunal shall have no authority to award punitive damages. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

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



18. TAX EXEMPTION

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 United Nations to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes the United Nations to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the United Nations before the payment thereof and the United Nations 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 United Nations with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19. 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.

20. AUTHORITY TO MODIFY

Pursuant to the Financial Regulations and Rules of the United Nations the authority to agree on behalf of the United Nations 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 shall be decided by Procurement Offices. Accordingly, no modification or change in this Contract shall be valid and enforceable against the United Nations unless an amendment to this Contract is provided by the proper authority.

