



United Nations Population Fund
Plot 12A, Baskerville Avenue, Kololo, Kampala.P. O. Box
7184, Kampala, Uganda
Fax: +256-414343011
Tel. +256-4177-44500

9th March 2015

**REQUEST FOR PROPOSAL (RFP) –
RFP No. UNFPA/UGA/15/002**

END TERM EVALUATION OF UN JOINT PROGRAMME ON POPULATION (JPP)

1. The United Nations Population Fund (UNFPA), an international development agency, is seeking qualified offers for the above-mentioned services. Your company is kindly invited to submit your best technical and financial offer for the requested services. Your bid could form the basis for a contract between your firm/institution and the UNFPA.
2. UNFPA posts all bid notices, clarifications and results in www.ungm.org.
3. To enable you to submit a bid, please read the following attached documents carefully:

• Instructions to Bidders	Annex I
• Terms of Reference (ToR)	Annex II
• Bid Submission Form	Annex III
• Bidders Identification Form	Annex IV
• Format of Bidder's Previous Experience and Clients	Annex V
• Technical Bid	Annex VI
• Price Schedule Form	Annex VII
• UNFPA General Terms and Conditions	Annex VIII
4. The technical bid containing the technical information shall be submitted separately from the financial bid.
5. The bid shall reach UNFPA's reception and/or secure mailbox no later than 9th April 2015, at 15:00 hours Kampala time. The bid shall be opened on 9th April 2015, at 15:30 hours Kampala time at the office of UNFPA at 12A, Baskerville Avenue, Kololo, Kampala.
6. Bids received after the stipulated date and time shall not be accepted under any circumstances. Bids delivered through courier and post later than date due shall not be registered and shall be returned unopened. Bids submitted to any other email address than procureug@unfpa.org shall be rejected.
7. The award of the bid shall be posted at www.ungm.org. The successful bidder shall be notified by UNFPA by email.
8. Any questions relating to the attached documents shall be addressed in writing to the following UNFPA personnel no later than 29th March 2015 at 4.00 p.m. (Kampala time).

. The National Procurement Officer (email: amuhwezi@unfpa.org) for questions related to the bidding exercise.

Please do not submit your bid to this contact or your bid will be disqualified.

9. This letter is not to be construed in any way as an offer to contract with your firm/institution.

Yours sincerely,

National Procurement Officer
UNFPA Uganda

UNITED NATIONS POPULATION FUND

REQUEST FOR PROPOSALS

RFP NO.: UNFPA/UGA/15/002

Bid Document for End of Term Evaluation for the UN Joint Programme on Population

9 March 2015

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ANNEX I

INSTRUCTIONS TO BIDDERS

A. Introduction

1. General

This bid is open to all national and international suppliers who are legally constituted, can provide the requested service, and have a valid registration in the country, or through an authorized representative.

Bidders should not have been engaged, directly or indirectly, in the preparation of any part of this RFP document or Annexes.

Bidders may not be on any United Nations and/or World Bank suspended or banned vendors list.

2. Cost of Bid

The bidder shall bear all costs including any related travel associated with the preparation and submission of the bid, nor can it be included as a direct cost of the assignment. UNFPA shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. UNFPA Bid Document

This RFP document is posted on the United Nations Global Marketplace (UNGM) in www.ungm.org. Bidders are expected to examine all instructions, forms, specifications, terms and conditions contained in the bid solicitation documents issued by UNFPA. Failure to comply with these documents shall be at the bidder's risk and may affect the evaluation of the bids.

4. Clarifications of Solicitation Document

A prospective bidder requiring any clarification on the RFP may notify by email: amuhwezi@unfpa.org 29th March 2015 at 4.00 p.m Kampala time. UNFPA shall respond to any request for clarification received and post its response on UNGM, including an explanation of the query, but without identifying the source of the enquiry.

5. Amendments of UNFPA Bid Solicitation Document

At any time prior to the deadline for submission of proposals, UNFPA may, for any reason whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

All prospective bidders that have received the bidding documents shall periodically check if amendments have been posted to the bidding documents in UNGM. In order to give prospective bidders reasonable time to take the amendments into account in preparing their bids, UNFPA, may at its discretion, extend the deadline for the submission of bids.

C. Preparation of bids

6. Language of the Bid

The bid prepared by the bidder and all correspondence and documents relating to the bid shall be written in English.

7. Bid Currency and Prices

All prices shall be quoted in US dollars (USD) or any other convertible currency. The bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods or services it proposes to supply under the contract.

8. Conversion to Single Currency

To facilitate evaluation and comparison, the buyer will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to USD at the official UN exchange rate on the last day for submission of bids.

9. Validity of Bid

The prices of the bid shall be valid for 90 days after the closing date of bid submission as specified by UNFPA. A proposal valid for a shorter period will be rejected by UNFPA as non-responsive. UNFPA may solicit the bidder's consent for an extension of the period of validity under exceptional circumstances.

D. Submission of Bids

10. Documents Establishing Eligibility of Goods and Services and Conformity to Bidding Documents

The documentary evidence of conformity of the goods and services to the bidding documents may include the following documentation, to be completed and returned in the electronic formats specified, submitted on CD or flash drive (memory stick).

Failure to furnish all the information required for submission of a bid which does not substantially respond to the UNFPA bid document in every respect shall be at the bidder's risk and may result in a rejection of the bid.

A bid shall consist of two parts: the technical and the financial bid. The technical bid containing the technical specifications for services and the financial bid containing price information shall be submitted separately in two different envelopes.

10.1 Technical Bid

For UNFPA's acceptance of the bid, the bidder should furnish documentary evidence of:

- a. Completed and signed Bid Submission Form (according to Annex III, word document)
- b. Bidders Identification Form (according to Annex IV, word document)
- c. Bidder's previous experience and clients (according to Annex V, word document)
- d. Technical bid, including documentation to demonstrate that the bidder meets all requirements. The technical bid should be concisely presented and structured to include, but not necessarily be limited to, the information listed in Annex VI.

10.2 Financial Bid

Please complete the Price Schedule Form (Annex VII in Excel format). Your separate financial bid must contain a quotation in a single currency, itemizing all services to be provided.

Please consider the following information when completing the Price Schedule Form:

- The Price Schedule must provide a detailed cost breakdown, as shown in Annex VII. Provide separate figures for each of the steps for each item.
- Estimates for out of pocket expenses should be listed separately. Where installation, commissioning, training or other similar services are required to be performed by the bidder, the bidder shall include the prices for these services breakdown into itemized prices.
- UNFPA anticipates awarding the project on a fixed price basis. In order to complete an analysis of the proposed prices, firms are required to submit itemized pricing that identifies the staff who will work on the project, their billing rate as well as the number of hours proposed for the project. Anticipated out of pocket expenses should be detailed as well.
- All prices/rates quoted must be exclusive of all taxes, since UNFPA is exempt from taxes.
- Submit this financial bid in a separate envelope from the rest of the RFP technical bid.

10.3 Partial Bids

Partial bids are not allowed under this RFP.

10.4 Sealing and Marking of Bids (hard copies)

When submitting in hard copies, the Bidder shall prepare two sets of the Technical Bid and two sets of the Financial Bid, one stamped as “Original” and the other one stamped as “Copy”. In the event of a discrepancy between them, the original shall govern.

The **outer envelope** must be clearly marked with the following information:

UNITED NATIONS POPULATION FUND (UNFPA)
Plot 12A, Baskerville Avenue, Kololo, Kampala

RFP NO.UNFPA/UGA/15/002
Attention: National Procurement Officer
ONLY TO BE OPENED BY AUTHORISED UNFPA PERSONNEL

The **inner envelopes** must be clearly marked with the following information:

UNITED NATIONS POPULATION FUND (UNFPA)
Plot 12A, Baskerville Avenue, Kololo, Kampala

Submission 1 of 2: RFPNO. UNFPA/UGA/15/002, Company name,
Technical Bid

UNITED NATIONS POPULATION FUND (UNFPA)
Plot 12A, Baskerville Avenue, Kololo, Kampala

Submission 2 of 2: RFPNO.UNFPA/UGA/12/005, Company name
Financial Bid

If the outer envelope is not securely closed and marked as required, UNFPA shall assume no responsibility for the Bid's misplacement or premature opening.

10.5 Electronic Submissions

Please note the following guidelines for electronic submissions:

Bidders shall make clear reference to the specific proposal in the subject field as instructed, otherwise proposals may be rejected. Clearly specify: **RFP No. UNFPA/UGA/15/002, [...insert company name...]** and specify “Technical Proposal” or “Financial Proposal” in the subject field. i.e.:

Submission 1 of 2: “RFP No. UNFPA/UGA/15/002, [...insert company name...], Technical Proposal”

Submission 2 of 2: “RFP No. UNFPA/UGA/15/002, [...insert company name...], Financial proposal”

The Technical Proposal and the Financial Proposal shall be submitted in separate emails to procureug@unfpa.org. Proposals received at the procureug@unfpa.org mailbox are kept undisclosed and shall not be opened before the scheduled opening date. Bids submitted to any other email address will be disqualified.

E-mail submission shall not exceed **10 MB**. Where the technical details are in large electronic files, it is recommended that these shall be sent separately before the deadline. It shall be the Bidder’s responsibility to ensure that Bids sent by e-mail are received by the deadline. All Bidders shall receive an auto-reply acknowledging the receipt of their email.

Bidders shall not receive responses to questions sent to procureug@unfpa.org since it is a secure mailbox.

11. Deadline for Submission of Bid and Late Bids

Bids must be delivered to the office and/or secure mailbox on or before the date and time specified in this RFP.

UNFPA may, under special and exceptional circumstances, extend this deadline for the submission of the bids and such changes shall be notified on UNGM before the expiration of the original period.

Any proposal received by UNFPA after the deadline for submission of bids shall be rejected. UNFPA shall not be legally responsible for bids that arrive late due to the bidder’s problems with the courier company.

12. Modification and Withdrawal of Bids

The bidder may withdraw its bid after submission, provided that written notice of the withdrawal is received by UNFPA prior to the deadline for submission. No bid may be modified after passing of the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of the bid validity.

13. Storage of Bids

Proposals received prior to the deadline of submission and the time of opening shall be securely kept unopened until the specified bid opening date stated in the UNFPA’s bid solicitation document.

E. Bid Opening and Evaluation

14. Bid Opening

UNFPA shall open all bids in the presence of two witnesses. There shall be separate openings for technical and financial bids. The bidders' names and submitted documents shall be announced at the technical bid opening.

After the technical evaluation has been made, the financial proposals can be opened. During the financial bid opening, the bidders' names and the prices stated in the financial bid shall be announced.

No bids shall be rejected at the bid opening, except for late bids.

15. Clarification of Bids

To assist in the examination, evaluation and comparison of bids, UNFPA may ask bidders for clarification of their bids. The request for clarification and the response shall be in writing by UNFPA and no change in price or substance of the proposal shall be sought, offered or permitted.

16. Preliminary Examination of Bids

UNFPA shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents are properly signed and whether the proposals are generally in order.

Prior to the detailed evaluation, the Buyer will determine the substantial responsiveness of each bid to the RFP in a preliminary examination. For purposes of these clauses, a substantially responsive bid is one that conforms to all the terms and conditions of the RFP without material deviations. The Buyer's determination of a bid's responsiveness is based on the contents of the bid itself without recourse to extrinsic evidence.

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

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

17. Evaluation of Bids

A two-stage procedure will be utilized in evaluating the proposals, with evaluation of the technical bid being completed prior to any financial bid being opened and compared. The financial bid will be opened only for those bidders, whose technical bids reach 70 points, meeting the requirements for the RFP. The total number of points which a bidder may obtain for technical and financial bids is **100 points**.

17.1. Technical Evaluation

The technical bid is evaluated on the basis of its responsiveness to the Terms of Reference shown in Annex II and the evaluation criteria below. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process.

SN	Criterion	Maximum Points
1	Profile of the Company's Consultancy Team	20
	Qualification of the Lead Consultant: the lead consultant meets the requirements listed in the ToR, which should be detailed in a CV of no more than 3 pages.	10
	Proposed Team Structure: the team members meet the requirements listed in the ToR, which should be detailed in a CV of no more than 3 pages for each individual. The composition of the team is clearly defined and specific tasks, including supervisory roles, have been assigned to each team member. It has been made clear who will report to UNFPA.	10
2	Understanding of the assignment.	30
	The Offeror clearly understands the requested tasks (understanding of population dynamics in Uganda, the objective (s) of the assignment and a description of how the Offeror proposes to undertake the assignment)	10
	Completeness of Proposal: the important aspects of the task have been addressed in sufficient detail.	10
	The scope of tasks is well defined and correspond to the TOR.	10
3	Study methodology proposed	30
	Suggests appropriate study approach in line with the objectives of this assessment.	10
	Reliability and validity of the proposed data collection instruments included.	10
	A clear and appropriate data analysis plan	10
4	Experience	10
	Experience of the company on similar assignments	10
5	Quality Assurance measures in place	10
	There is a clear plan for ensuring quality of the data.	10
	TOTAL	100

17.2. Financial Evaluation

The financial bid will only be evaluated if the technical bid achieves a minimum of 70 points. Proposals failing to obtain this minimum threshold will not be eligible for further consideration.

The financial bid is evaluated on the basis of its responsiveness to the Price Schedule Form (Annex VI). The maximum number of points for the price bid is 30. This maximum number of points will be allocated to the lowest price. All other proposals will receive points in inverse proportion according to the following formula:

Points for the Price Bid of = $\frac{[\text{Maximum number of points for the Price Bid}] \times [\text{Lowest price}]}{[\text{Price Bid}]}$

a Proposal being evaluated

[Price of bid being evaluated]

17.3. Total Score

The total score for each bidder will be the weighted sum of the technical score and financial score. The maximum total score is 100 points.

F. Award of Contract and Final Considerations

18. Award of Contract

UNFPA shall award the contract to the bidder who obtains the highest combined score of the technical and price evaluation.

19. Rejection of Bids and Annulments

UNFPA reserves the right to reject any bid if the bidder has previously failed to perform properly or complete on time in accordance with contracts or if the bidder from UNFPA's perspective is not in a position to perform the contract.

A bid that is rejected by UNFPA may not be made responsive by the bidder by correction of the non-conformity. A responsive bid is defined as one that conforms to all the terms and conditions of the UNFPA's solicitation documents without material deviations. UNFPA shall determine the responsiveness of each bid with the UNFPA's bid solicitation documents.

UNFPA reserves the right to annul the solicitation process and reject all bids at any time prior to award of the contract without thereby incurring any liability to the affected bidder(s) or any obligation to provide information on the grounds for the buyer's action.

The bidders waive all rights to appeal against the decision made by UNFPA.

20. Right to Vary Requirements at Time of Award

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

21. Signing of the contract

The buyer shall send the successful bidder the contract, which constitutes the Notification of Award. This will also be posted on the UNGM website. The successful bidder shall sign and date the contract, and return it to UNFPA within seven calendar days of receipt of the contract. After receipt of the contract, the successful bidder shall deliver the services in accordance with the delivery schedule outlined in the bid.

22. Payment Provisions

UNFPA's policy is to pay for the performance of contractual services rendered or to effect payment upon the achievement of specific milestones described in the contract. UNFPA's policy is not to grant advance payments except in unusual situations where the potential contractor, whether a private firm, NGO or a government or other entity, specifies in the bid that there are special circumstances warranting an advance payment. UNFPA will normally require a bank guarantee or other suitable security arrangement.

Any request for an advance payment is to be justified and documented, and must be submitted with the financial bid. The justification shall explain the need for the advance payment, itemize the amount requested and provide a

time schedule for utilization of said amount. Information about your financial status must be submitted, such as audited financial statements at 31 December of the previous year and include this documentation with your financial bid. Further information may be requested by UNFPA at the time of finalizing contract negotiations with the awarded bidder.

23. Gifts and Hospitality

UNFPA has adopted a zero tolerance policy on gifts and hospitality. In view of this UNFPA personnel is prohibited from accepting any gift, even of a nominal value, including drinks, meals, food products, hospitality, calendars, transportation, and any other forms of benefits. Vendors are therefore requested not to send gifts or offer hospitality to UNFPA personnel.

ANNEXII:
Terms of Reference (TOR)

UNITED NATIONS POPULATION FUND
UNITED NATIONS JOINT PROGRAMME ON POPULATION

Terms of Reference – Draft 4 (Feb 13, 2014)

Government of Uganda/United Nations Joint Programme on Population

- 1. Title:** Evaluation of Government of Uganda/United Nations Joint Programme on Population
Recipient: UNFPA as Administrative Agent for United Nations Joint Programme on Population

2. Background

2.1. Context

2.1.1. In December 2010, DfID Uganda approved funding worth £30 million for the 4-year (2011-2014) Government of Uganda/United Nations Joint Programme on Population (GoU/UN JPP), “*Investing in People*”, involving a partnership of 10 UN Agencies (UNFPA, UNICEF, WHO, ILO, IOM, UNHCR, UN-WOMEN, UN-HABITAT, WFP, & UNAIDS), GoU and DfID. The UN JPP is implemented in 15 districts in western, northern and north-eastern Uganda. The overall programme includes a range of targeted support to selected policy and strategy development interventions at the sub-national and national levels, as well as support for access to health care services, education and employment opportunities for vulnerable groups of youth, women, and men.

2.1.2. The **goal** of the UN JPP is to *contribute to accelerating the onset of a beneficial demographic transition in Uganda*. This is in line with the priority of the United Nations Development Assistance Framework (UNDAF:2011-2014) and the National Development Plan (NDP:2011-2014). It is also in line with the UN approach of Delivering as One (DaO). The purpose is to ensure national, community and issue based leadership are managing the acceleration of a downward trend in population growth.

The UN JPP comprises of four outcomes;

- i) **Outcome 1:** *Fertility reduced in line with individual/couple choices especially among young people*
- ii) **Outcome 2:** *Prepared and protected healthy mothers, children and youth.*
- iii) **Outcome 3:** *Youth and vulnerable groups have competitive skills and opportunities to actively participate in the economy for sustainable livelihoods*
- iv) **Outcome 4:** *Adequately resourced, coordinated and managed national population programme*

The programme impact weights as per DfID JPP Log Frame 2011-2014 are 50% - Outcome 1, 20%- Outcome 2, 10%- Outcome 3 and 20% - Outcome 4. This was reflected in the allocation of the DFID contribution over the four years with 50% of DFID funds allocated to Outcome 1, 30% to Outcome 2, 6% to Outcome 3 and 14% to Outcome 4. The allocation of the UN core fund budget also followed the same pattern where 67% of the budget was for Outcome 1, 27% Outcome 2, 2% Outcome 3 and 4% Outcome 4.

The evaluation will focus on Outcomes 1,2 and 4, specifically family planning, adolescent sexual and reproductive health, maternal health, and girl education bursaries.

2.1.3 Theories of change.

Due to persistently high fertility, Uganda’s population is composed mainly of children, with 52% of the population aged under 15 years, which presents challenges as well as opportunities for socioeconomic development. The goal of the JPP is to accelerate the onset of a beneficial demographic transition in

Uganda. The transition is marked by a rapid decline in mortality followed by a steady decline in fertility, over several decades, which will result in a change in the age structure, from one dominated by children to one where a relatively large proportion of the population is of working age, which creates opportunity for savings and investment- the demographic dividend. The harnessing of the demographic dividend is dependent upon adoption of appropriate policies and investments to ensure that the “surplus” labour force is innovative, skilled, healthy, and productive, in order to accelerate economic growth and socioeconomic transformation.

The JPP aimed to create conditions conducive for acceleration of the onset of the demographic transition in Uganda through national policy and institutional level interventions as well as localised service delivery oriented interventions on pilot basis, for subsequent scale up by Government.

At outcome level, the theories of change are as reflected in Annex 1.

Outcome 1: Fertility reduced in line with individual/couple choices especially among young people

- Community mobilisation, and quality of service increase demand and use of family planning, which will reduce unmet need for family planning, reduce teenage pregnancy, improve child spacing and ultimately reduce fertility (Annex 1a).
- Increasing access to adolescent sexual and reproductive health information and services will contribute to increased knowledge on ASRH, leading to reduced teenage pregnancy which in turn leads to reduced fertility (Annex 1a).

Outcome 2: Prepared and protected healthy mothers, children and youth.

- Increasing use of quality health services for maternal and new born health (delivery, ANC and PNC) will lead to reduced maternal and infant mortality (Annex 1b). Infant mortality is a key determinant of fertility, as mothers tend to replace children that die during infancy and also tend to have a higher desired number of children to compensate for potential infant deaths. A reduction in infant mortality is thus associated with fertility reduction.
- Girl education bursaries increase retention and completion rates for girls at secondary and vocational institutions (Annex 1b). Retaining girls in school longer reduces early marriage and teenage pregnancy, which in turn reduce fertility as well as maternal and infant mortality.

Outcome 3: Youth and vulnerable groups have competitive skills and opportunities to actively participate in the economy for sustainable livelihoods

- Creating a policy context that favours youth employment as well as supporting youth with skills development and business development opportunities will increase their access to employment opportunities, which in turn will reduce unemployment (Annex 1c).
- The strategic direction of Outcome 3, changed midway through programme implementation, from focusing on small scale trainings and business support to broader policy and institutional level interventions at national level. As a result, the skills development components of the programme were only implemented in the first two years whilst the policy and institutional frameworks were implemented in the last two years with majority yet to reach completion stage. The evaluation will thus not focus on Outcome 3.

Outcome 4: Adequately resourced, coordinated and managed national population programme

Collection and analysis of data from surveys, censuses and administrative sources generates evidence which when disseminated is used for advocacy and in planning and decision making including budget allocation at national, district and sub-district levels (Annex 1d).

Allocation of resources based on evidence will contribute to improved service delivery and improved sexual and reproductive health outcomes (family, planning, maternal health, adolescent sexual and reproductive health), and also socioeconomic and employment opportunities for young people. In other words, outcome 4 is an enabler in achievement of the other 3 Outcomes.

2.1.4 Programme coverage

Annex 2 shows the programme coverage by outcome and by district for the programme components which are focus of the evaluation i.e. family planning, adolescent sexual and reproductive health and girl education bursaries.

3. Evaluation purpose and scope

a) Evaluation objectives

The main objective of the evaluation of the Joint Programme on Population is to provide evidence of programme performance and achievement of planned results, provide accountability to stakeholders and provide lessons learned to inform the development of future related programmes.

Specific objectives are:

- i. To assess Joint Programme performance in achieving the programme outputs and outcomes and the programme contribution to the United Nations Development Assistance Framework results and the National Development Plan.
- ii. To assess the extent to which the implementation framework (Joint Implementation arrangements; Coordination; Human Resources; Resource Mobilization; and Monitoring & Evaluation) enabled or hindered achievement of the results chain, i.e. what worked well and what did not work well.
- iii. To identify success stories, if any, and document the lessons learnt in programme implementation, management and coordination.

- b) Time period and geographical coverage:** The scope of the evaluation will cover the Joint Programme implementation period from 2011 to 2014. It will also concentrate on areas where results are expected i.e. both at national and in the 15 JPP focus district (Bundibugyo, Kanungu, Mubende, Yumbe, Oyam, Katakwi, Moroto, Kotido, Kaabong, Abim, Amudat, Nakapiripirit, Kitgum, Arua and Gulu (refer to Annex 2).

c) Evaluation audience

The audience for the evaluation includes UNFPA as administrative agent, UN partner agencies, GoU including district local governments, DFID as the development partner and other implementing partners.

d) The Evaluation criteria and questions:

The evaluation will assess the Joint Programme on Population based on the UNDG Evaluation criteria, and also in line with the Organisation for Economic Cooperation and Development (OECD) - Development Assistance Committee (DAC) evaluation criteria of Relevance, Effectiveness, Efficiency and Sustainability. A substantial part of this evaluation is about answering evaluation questions in a credible and evidence-based manner as to provide users of the evaluation report with required

information for decision making. The following general questions based on the evaluation criteria will guide the evaluation. Specific questions related to the Joint Programme modality are also indicated.

I. Evaluation questions for programme focus areas:

Relevance: *The extent to which the objectives of a development intervention are adapted to national needs (e.g., needs of the population, in particular vulnerable groups) and are aligned with government priorities as well as policies and strategies of UN in Uganda.*

- To what extent was the Joint Programme on Population aligned or remained aligned to the objectives in United Nations Development Framework (UNDAF), Programmes of participating agencies and the National Development Plan 2010/11 – 2014/15 and responding to the national priorities?
- To what extent is the Joint Programme support in the area of Family Planning, Adolescent Sexual and reproductive Health and Girls Education and maternal health adapted (i) to the needs of the population (ii) capacity and systematic needs of government institutions (iii) and in line with the priorities set by the international and national policy frameworks?

Effectiveness: *the degree of achievement of the outputs and the extent to which outputs have contributed to the achievement of the programme outcomes.*

The central focus of this evaluation is the outputs, specifically the extent to which the output indicator targets have been realised and how these contribute to the achievement of the outcomes. Gathering data on *actual outputs* and comparing them to what was expected (*planned outputs*) is the core aspect of the evaluation.

- To what extent were the expected outputs of the JPP achieved?
 - To what extent has the JPP, in target districts, increased the proportion of young people (10-24 years) with accurate information on family planning, number of HCIII and HCIV providing youth-friendly services and proportion of health facilities without stock-outs of 3 most commonly used contraceptive methods
 - To what extent has the JPP retained girls in school through secondary bursary programme and increased the percentage of deliveries occurring in health facilities in the target districts?
 - To what extent has the JPP contributed to increased proportion of target districts allocating and disbursing funds to population issues and proportion of district development plans (DDPs) developed based on socio-economic, demographic and other data sources?
- To what extent were the targeted groups of beneficiaries reached through JPP support?
- To what extent did the JPP outputs contribute to the UNDAF outcomes?
- What were the facilitating/limiting factors (partnerships, coordination, monitoring and evaluation, results based management) for the realization of JPP results?

Efficiency: *A measure of how resources/inputs (funds, expertise, time, etc.) are converted into results. Or the extent to which outputs and/or outcomes are achieved with the appropriate amount of resources/inputs (funds, expertise, time, administrative costs, etc.).*

- How adequate were the available resources (funds and staff) to carry out activities?

- To what extent did the intervention mechanisms (financing instruments, administrative regulatory framework, staff, timing and procedures) foster or hinder the achievement of the programme outputs? This should also include assessment of timeliness in release of funds, implementation rates, reporting, fund utilisation rates etc.
- To what extent were JPP resources focused on a limited set of core activities likely to produce significant results?
- What processes were put in place in order to ensure good value for money?

Sustainability: *The continuation of benefits from a development intervention after its termination.*

- To what extent has the JPP been able to support partners and the beneficiaries in developing capacities and establishing mechanisms to ensure ownership and the durability of effects?
- To what extent were activities designed in a manner that ensured a reasonable handover to local partners? To what extent has national capacity been developed so that JPP may realistically plan progressive disengagement?

II. Evaluation questions on the Joint programme implementation modality

- a) Coherence: To what degree are actors working toward the same results, with a common understanding of the inter-relationships among interventions? To what degree are approaches such as human rights based approach to programming and results-based management understood and pursued in a coherent fashion? To what degree are crosscutting strategies, such as capacity development, based on and pursued according to a common analysis? What is the added value of having a joint programme?
- b) Management and Coordination: How well are responsibilities delineated and implemented in complementary fashion? How well have coordination functions been fulfilled? What are the effects of co-ordination/lack of co-ordination on the programmes?

For each of the evaluation criteria, exploration of lessons learned which can be utilised to guide future programme development and implementation should be done.

A detailed evaluation matrix will be developed during the design phase of the evaluation.

For the selected result areas, the evaluation should also identify any **unintended outcomes** of the interventions (*family planning, adolescent sexual and reproductive health, maternal health, girls bursary scheme, and allocation and disbursement of funds to population issues*).

4. Existing information sources

- 4.1. Data should, where possible, be derived from existing sources including from the Uganda Bureau of Statistics and the Ministry of Health. Data on use of family planning services, delivery at health facilities as well as ANC are available in HMIS and are of reasonable quality. The HMIS data has been used to prepare annual reports for the JPP. Data on teenage pregnancy, fertility indicators, and maternal mortality ratio is available from Uganda Bureau of Statistics e.g. in UDHS reports.

Data on completion rates for secondary education is available in EMIS and also from JPP reports for the girls on scholarship. A report on the “Retrospective analysis of district budget allocations, disbursements and expenditures on population issues” undertaken in 2014 is also available.

- 4.2. Reference documents include the baseline study undertaken in 2012, and the report of the mid-term evaluation undertaken in 2013. Both reports provide detailed information on key programme indicators including those indicators that require a population based survey. The indicator matrix showing baseline and mid-term values is attached (Annex 3). A log frame for the JPP is also available for reference. Reports of EMOC equipment assessment for the 8 district, and the 7 districts are available for reference. A draft report on the assessment of the cost effectiveness of maama kits is also available.

5. Evaluation risks and assumptions:

- Latest data on high level indicators such as teenage pregnancy rate, total fertility rate is only available from the 2011 UDHS, and only at national level.
- Coverage and completeness of reporting in HMIS will affect most of the key indicator estimates for family planning and maternal and child health.
- Some interventions started at different times in different districts, and for some of them, there has not been enough time to assess contribution to outputs.

6. Methodology

The methodology for the JPP Evaluation will include both quantitative and qualitative data collection and analysis approaches to generate credible findings and reach concrete conclusions. During the design phase, the evaluators will be required concretize the evaluation design and to develop tools for data collection.

6.1 Data collection methods will include but not necessarily limited to

- Desk review and content analysis of key documents
- In depth interviews (structured and semi-structured) with key stakeholders (Implementing Partners, Beneficiaries, UN Agencies, DFID, etc). This will include quantitative data collection and analysis.
- Observations (including visits to selected project sites)
- Case studies
- Focus Group Discussions with programme partners and beneficiaries

6.2 Data Analysis: In the design phase evaluators will identify the methods for analyzing data. The focus of the data analysis process is the identification of evidence. Findings, conclusions and recommendations to be presented in the final evaluation report must be evidence-based. Evidence may be based on opinions and perceptions, and on hard data (values of the indicators in the JPP Programme). Data validation and triangulation mechanisms will also be agreed upon.

[illegible]

8. Composition of the Evaluation Team and qualifications

It is expected that the core evaluation team will be constituted of at least 3 members;

- Team leader with overall responsibility for providing guidance and leadership for the evaluation as well as recruiting the enumerators/research assistants and their deployment;
- Two experts with core competencies in Population and Development (Data and integration of population dynamics in plans), and Reproductive Health focusing on Maternal Health, Family Planning, and Adolescent Sexual Reproductive Health. In addition, they will have the following qualifications, skills and capabilities:
- A minimum of Master's Degree in Public Health, Demography, Population and Development, Reproductive Health, Gender and development studies or any other relevant field
- Solid understanding of evaluation methodologies
- Experience in conducting similar assignments especially for UNFPA and/or other UN/international Development Agency
- Demonstrated capacity for strategic thinking and policy advice
- Strong analysis and reporting skills
- Must be committed to respecting deadlines of delivery of outputs within the agreed time frame;
- Must be able to work in a multidisciplinary team
- Excellent facilitation skills
- Fluent in English

9. Management of the Evaluation

9.1. Role of the JPP Coordination Unit

- Lead development of the ToR.
- Support the evaluation reference group meetings
- Manage the evaluation budget and ensure logistical and administrative support
- Facilitate access to programme background documents
- Provide ongoing feedback for quality assurance during the preparation of the design report and the final report

9.2. Evaluation Reference Group (comprising of Govt, JPP UN agencies & DfID representatives)

The composition of the Reference Group is as reflected in Table 1. The Reference Group will be responsible for the following:

- Review the ToR
- Ensure consensus on evaluation design, evaluation recruitment, roles and responsibilities of UN partners;
- Select and debrief evaluation team
- Arrange meetings with key stakeholders to discuss drafts of the evaluation reports;
- Organize technical support and provide continual feedback during the evaluation process
- Approve inception report and final evaluation budget
- Monitor progress and quality of evaluation activities
- Verify the quality, integrity and relevance of the final evaluation report and approve evaluation reports
- Ensure discussion of evaluation findings and recommendations with all major stakeholders and agreement on a follow-up plan of action.

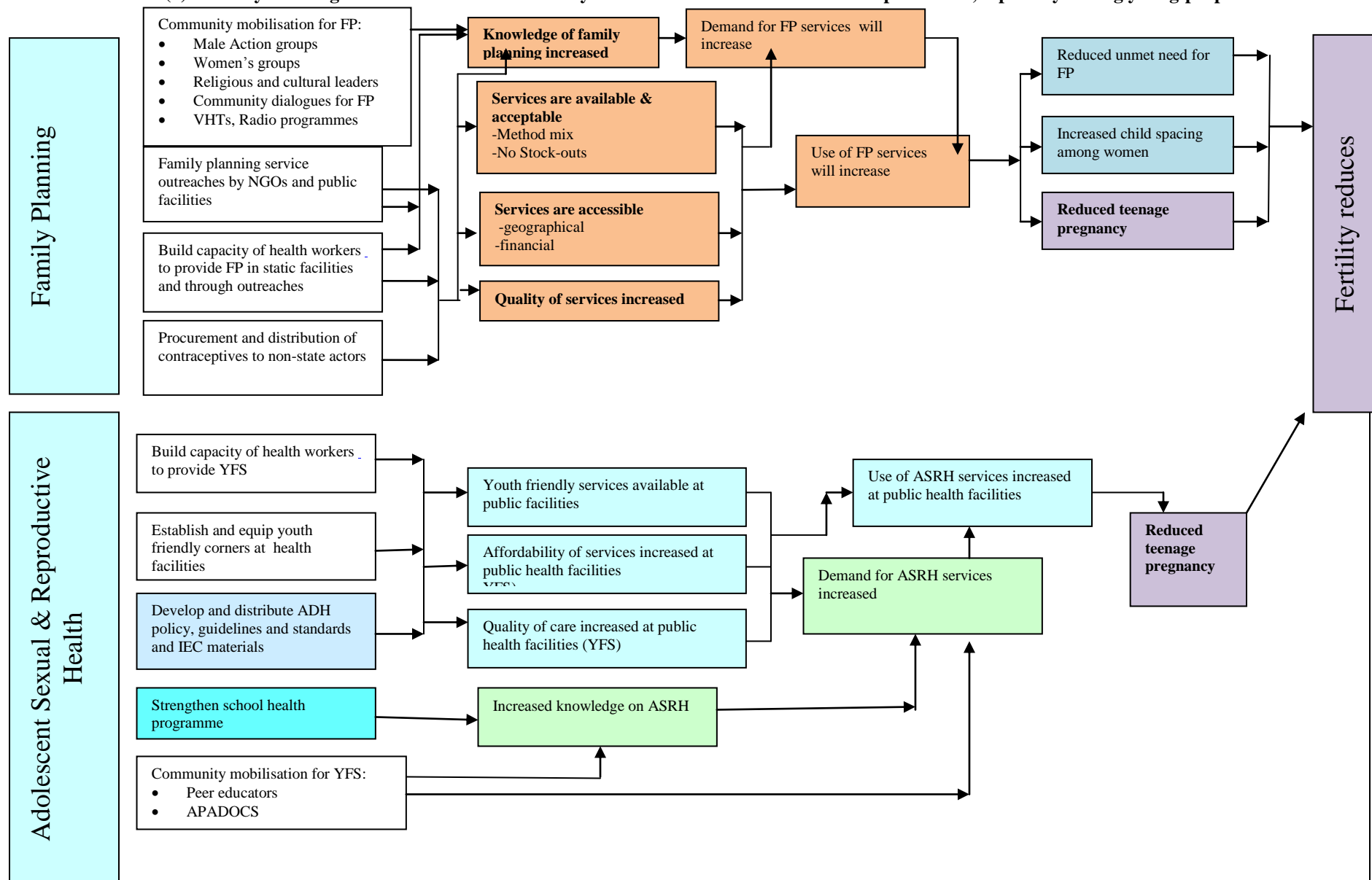
Table xx: Composition of the Evaluation reference Group

	Organisation and designation	Name
1.	DFID	
2.	Coordinator - JPP	
3.	UNFPA M&E	
4.	UNFPA Programme	
5.	UNICEF M&E	
6.	UNICEF Programme	
7.	WHO M&E	
8.	WHO Programme	
9.	WFP Programme	
10.	UNHCR Programme	
11.	ILO Programme	
12.	IOM Programme	
13.	UNHABITAT Programme	
14.	POPSEC M&E	
15.	POPSEC Programme	
16.	Min of Health- M&E	
17.	Min of Health Programme	

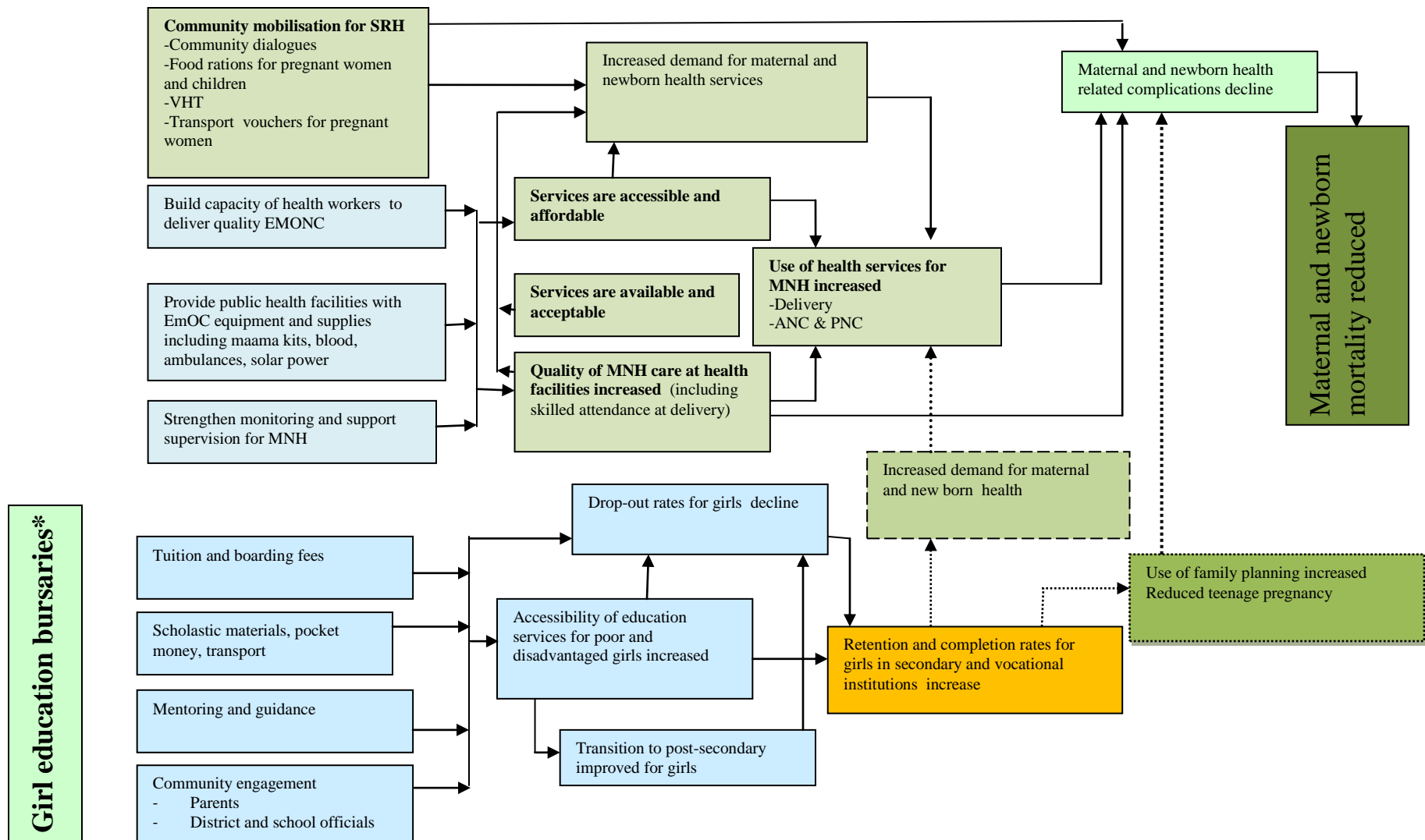
10. Technical Proposal Evaluation Criteria

The technical bid is evaluated on the basis of its responsiveness to the Terms of Reference and the evaluation criteria. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process.

Annex 1 (a) : Theory of change for JPP Outcome 1: Fertility reduced in line with individual/couple choices, especially among young people

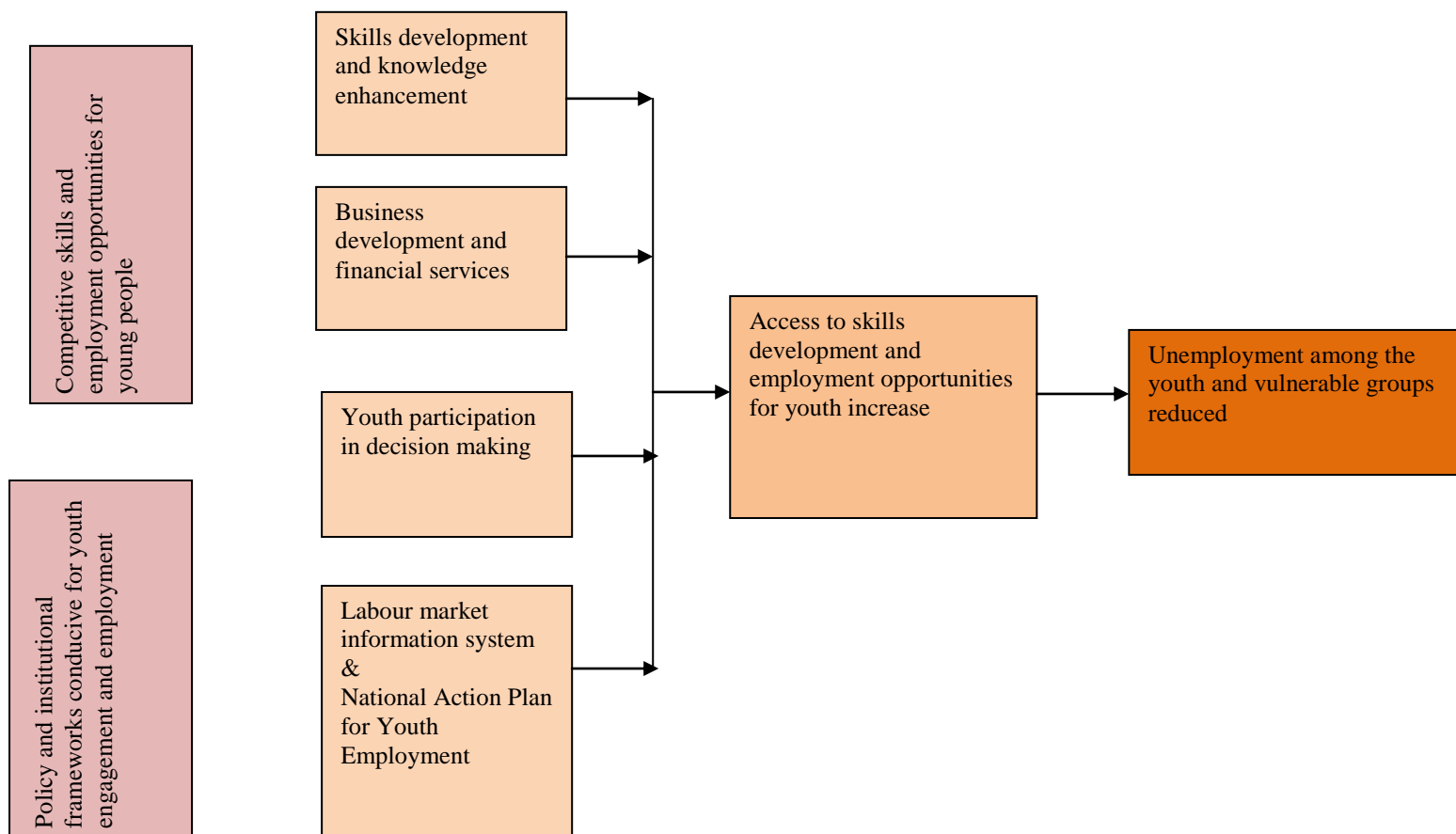


(b) Theory of change – JPP Outcome 2: Prepared, protected and healthy mothers, children and youth

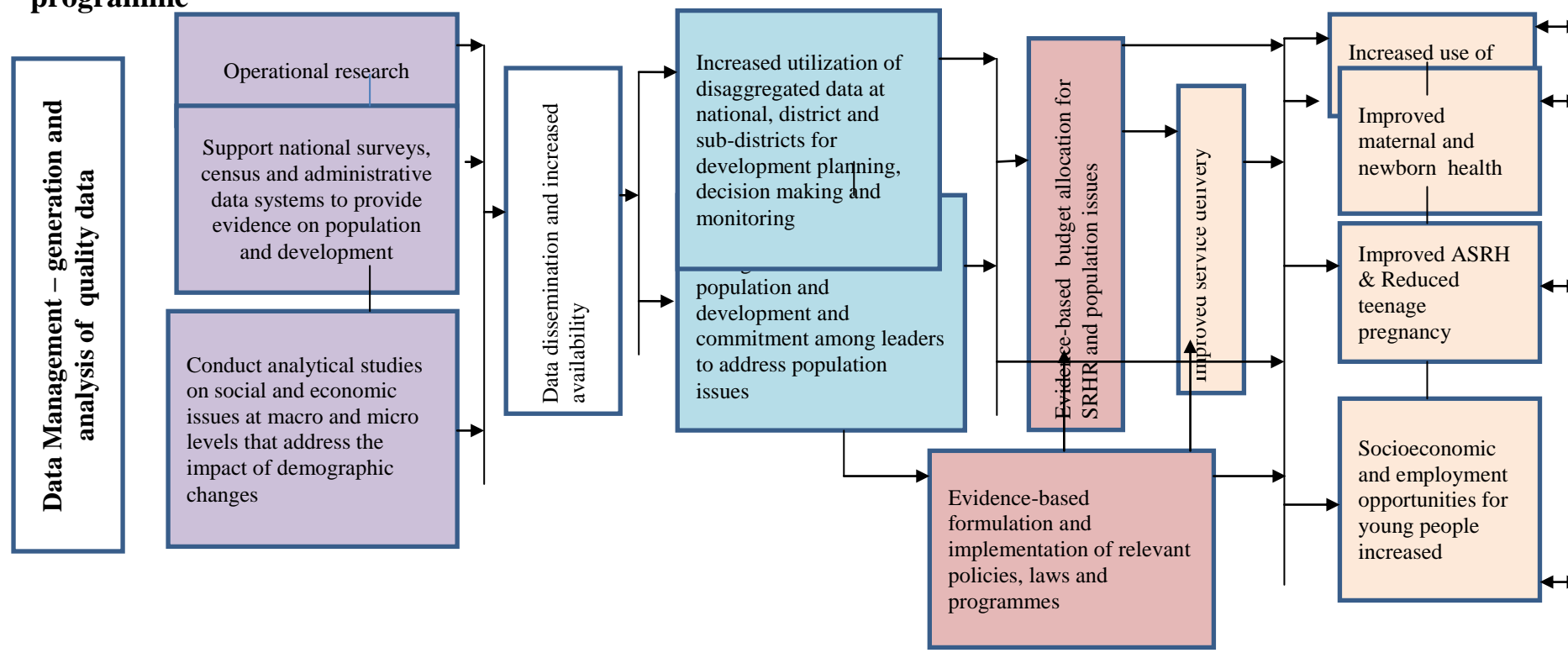


NOTE: * **Description of vulnerability.** For one to qualify for the JPP scholarship, the following six areas of vulnerability were considered: family economic status; children with special needs; students from child headed homes; students from HIV/AIDS affected or infected homes; school performance; orphans without support. **Selection criteria.** Division 1,2 and 3 in PLE and UCE (Applicants' grades shall be considered/assessed depending on the performance of their districts; Needy students whose families cannot afford secondary and institution education (Economic Status); Categorize applicants based on needs e.g. special needs, child headed, orphans, HIV/AIDS affected or infected homes; Formerly active participants in GEM club activities; Applicants Gifted/ talented and active students- not bright but good at; Sports, Music, Dance and Drama (MDD), Art is an added advantage. However, this must be confirmed with clear back up documents.

(c) Theory of change JPP Outcome 3: Youth and vulnerable groups have competitive skills and opportunities to actively participate in the economy for sustainable livelihoods



(d) Theory of change – JPP Outcome 4 : Adequately resourced, coordinated and managed national population programme



Annex 2: Programme components, indicators, Implementing Agencies and coverage

Outcome 1: Fertility reduced in line with individual and couple choice especially among young people Indicators: <ul style="list-style-type: none"> Total fertility rate Contraceptive prevalence rate (women 15-49) 			
Output 1.1: Increased access to family planning, sexuality information and youth friendly services for sexually active population especially young people Indicators: <ol style="list-style-type: none"> Percent of young people with accurate information on Family Planning in the target districts Percent increase in number of new users of Family Planning in the target districts # of HC III & IV providing adolescent Youth Friendly Services in selected districts Proportion of health facilities without stock out of 3 most commonly used contraceptive methods (pills, condoms & depo) 			
Result area	Key interventions	Implementing partners	Districts
Family planning	Community mobilisation -dialogues- religious groups, women's groups, HVTs	WHO, DHO	Arua, Abim, Bundibugyo, Kitgum, Gulu, Nakapiripirit & Amudat
	Community mobilisation by Male Action Groups (MAGs)	WHO, DHO	15 JPP districts
	Community mobilisation -dialogues- religious leaders, VHT	UNFPA, DHOs	Mubende, Kotido, Moroto, Kaabong, Kanungu, Oyam, Yumbe & Katakwi
	Procurement and distribution of FP commodities for alternative distribution channel (i.e. PNFPs and NGO facilities)	UNFPA, MoH, UHMG	National
	Strengthen district-level logistics management for FP commodities	UNFPA, DHOs	Mubende, Kotido, Moroto, Kaabong, Kanungu, Oyam, Yumbe & Katakwi
	Healthy Choices radio programme	UNFPA, CDFU	Mubende, Kotido, Moroto, Kaabong, Kanungu, Oyam, Yumbe & Katakwi, Arua, Nakapiripirit
	Build capacity of health workers to provide long acting and permanent methods of FP	UNFPA, JHPIEGO, MOH	15 JPP districts

	Build capacity of health workers in refugee settlements to provide long acting and permanent methods of FP	UNHCR	Arua
	FP outreach camps by Private not for profit organisations (PNFPs)	UNFPA, RHU, MSU	Mubende, Kotido, Moroto, Kaabong, Kanungu, Oyam, Yumbe & Katakwi, Arua, Gulu
	FP outreach and static services by public facilities (district hospitals, HCIVs and HCIIIs)	UNFPA, Districts	Mubende, Kotido, Moroto, Kaabong, Kanungu, Oyam, Yumbe & Katakwi,
	Support FP services in Church of Uganda facilities	UNFPA, COU	Mubende, Kotido, Moroto, Kaabong, Kanungu, Oyam, Yumbe & Katakwi,
	FP outreach camps by regional referral hospitals (Gulu, Arua) and District hospitals (Abim, Nakapiripirit, Kitgum, Bundibugyo)	WHO	Gulu, Arua, Abim, Nakapiripirit, Kitgum, Bundibugyo
Result area	Key interventions	Implementing partners	Districts
ASRH	ADH policy, standards and guidelines	WHO MoH	National level
	Strengthening adolescent friendly health services at hospitals, HCIV and HCIII facilities, APADOC	WHO, DHO	Arua, Abim, Bundibugyo, Kitgum, Gulu, Nakapiripirit & Amudat
	Improving quality of adolescent friendly health services at youth friendly corners at hospitals, HCIV, and HCIII facilities, secondary schools and work sites including community outreaches (3 point-access model)	UNFPA, DHO, Uganda Red Cross	Mubende, Kotido, Moroto, Kaabong, Kanungu, Oyam, Yumbe & Katakwi
	Support health facilities in refugee settlements to provide adolescent friendly health services	UNHCR	Arua
	Integration of adolescent sexual and reproductive health in school curriculum, school health policy	UNFPA, MoES, NCDC	National
	Build capacity of schools to and communities	WHO,	Arua, Abim, Bundibugyo, Kitgum, Gulu, Nakapiripirit &

	to support ASRH- school health programme, Alliances of Parents, Adolescents and Communities (APADOCs)	DHOs	Amudat
Output 1.2: Community groups mobilised for male and young people's involvement in advancing SRH and rights Indicators: <ul style="list-style-type: none"> Number of functional male action groups advocating for SRH and rights Number of functional young people's groups advocating for SRH and rights 			
Male involvement	Community mobilisation - Male Action Groups (MAGs)	WHO, DHO	15 JPP districts

Outcome 2: Prepared, protected and healthy mothers, children and youth Indicators: <ul style="list-style-type: none"> % births attended by midwife or other skilled attendant Net enrolment ratio in both primary and secondary, by sex 			
Output 2.1: Conditions conducive for enrolment, retention and completion of education under UPE and USE institutions enhanced especially for girls Indicators: <ul style="list-style-type: none"> No. of girls retained in secondary school through school bursary scheme in the 8 districts 			
Result area	Key interventions	Implementing partners	Districts
Girls education bursaries	Provide bursaries for secondary and vocational education for girls	UNICEF, Girls Education Movement (GEM)	Mubende, Kotido, Moroto, Kaabong, Kanungu, Oyam, Yumbe & Katakwi,
Output 2.2: Improved access to a quality package for maternal, newborn and child health services Indicators <ul style="list-style-type: none"> Percent deliveries occurring in health facilities Percent low birth weight babies in health facilities 			

• % increase in number of pregnant women attending 4th ANC visit

	Key interventions	Implementing partners	Districts
Maternal and child health	Training and bonding of midwives	UNFPA, DHOs	Mubende, Kotido, Moroto, Kaabong, Kanungu, Oyam, Yumbe & Katakwi,
	Build capacity of health workers to provide EMOC and new born health services	WHO, DHOs	Arua, Abim, Bundibugyo, Kitgum, Gulu, Nakapiripirit & Amudat
	Support capacity for EMOC in refugee settlements	UNHCR	Arua
	Support functional capacity for EMOC at HVIV and HCIII	UNFPA	Mubende, Kotido, Moroto, Kaabong, Kanungu, Oyam, Yumbe & Katakwi,
	Support effective referral system (village phone)	WHO, DHO	15 districts
	Support effective referral system (ambulances)	UNFPA, DHOs	Mubende, Kotido, Moroto, Kaabong, Kanungu, Oyam, Yumbe & Katakwi,
	Community mobilisation –Dialogues with TBAs, community leaders	WHO, DHOs	Kaabong, Amudat, Nakapiripirit, Gulu
	Procurement and distribution of expanded maama kits	UNICEF, DHOs	15 JPP districts
	Procurement and distribution of EMOC equipment and supplies	UNFPA, DHOs	15 JPP districts (8 districts completed and 7 districts currently underway - Arua, Abim, Bundibugyo, Kitgum, Gulu, Nakapiripirit & Amudat)
	Support mentoring and supervision for reproductive health including by Regional Referral Hospitals (Arua, Gulu, Soroti and Moroto) including vehicles.	WHO, DHOs	Arua, Abim, Bundibugyo, Kitgum, Gulu, Nakapiripirit & Amudat
	Mentoring and supervision for reproductive health	UNFPA, DHOs	Mubende, Kotido, Moroto, Kaabong, Kanungu, Oyam, Yumbe & Katakwi,
	Provide food rations to pregnant mothers and children	WFP, DHOs	Kotido, Kaabong, Moroto Abim, Nakapiripirit, Amudat
	Strengthen capacity of regional blood banks.	WHO, UBTS	Arua, Gulu, Lira and Moroto banks (to serve Arua, Abim, Moroto, Oyam, kotido, Kitgum, Gulu, Nakapiripirit, Amudat)

	Support roll-out of maternal and new born strategy	UNICEF, DHOs	Abim, Amudat, Nakapiripirt, Gulu, Kitgum
	Community mobilisation -dialogues- religious groups, women's groups, HVTs	WHO, DHO	Arua, Abim, Bundibugyo, Kitgum, Gulu, Nakapiripirt & Amudat
	Community mobilisation by Male Action Groups (MAGs)	WHO, DHO	15 JPP districts
	Community mobilisation -dialogues- religious leaders, VHT	UNFPA, DHOs	Mubende, Kotido, Moroto, Kaabong, Kanungu, Oyam, Yumbe & Katakwi
	Community mobilisation - VHT	UNICEF, DHOs	Abim, Amudat, Nakapiripirt, Gulu, Kitgum
	Equip health facilities with reliable power- solar kits	UNICEF, DHOs	Gulu, Kitgum

Outcome 3: Youth and vulnerable groups have competitive skills and opportunities to actively participate in the economy for sustainable livelihoods

Indicator:

- Proportion of youths among the unemployed

Output 3.1: Access to skills development, infrastructure and employment opportunities for youth increased

Indicators:

- % of youth accessing socio-economic services including business development, financial, and skills development.
- Percent of Annual Actions in the National Action Plan on Youth Employment Implemented
-

	Key interventions	Implementing partners	Districts
Policy and institutional frameworks	Support the operationalisation of the Youth Employment Action Plan	ILO, MGLSD	National
	Support government to operationalise the framework for Labour Market Information and Analysis System.	ILO, IOM, MGLSD	National
Promoting skills and	Supporting technology for development to enable youth and adolescents to access information- ICT tools and basic ICT	UNICEF, MoES, Brac,	Bundibugyo, Mubende; Abim

knowledge enhancement as well as access to employment opportunities for youth	use at 40 youth centers	Uganda Scouts	
	Support vocation training for youth in refugee settlements & surrounding host population	UNHCR, Windle Trust	Arua
	Support and facilitate the establishment of one stop youth centre	UNHABITAT, Arua Municipality	Arua
	Capacity building to empower young women to access existing resources and engage in income generating activities.	UN Women	Gulu & Kitgum
	Providing Business development and financial services for the youth	ILO	Gulu, Mubende, Oyam
	National youth policy	ILO, UNFPA	National
	Supporting vulnerable women from Northern Uganda to access labour market/ employment opportunities	IOM	Gulu, Abim
	Supporting participation of young people and vulnerable population in planning, decision making and consultative forums and processes	UNFPA,	National and 8 districts: Kanungu, Mubende, Oyam, Yumbe, Katakwi, Moroto, Kaabong, Kotido
	Establish civil society-based Youth Coalition for youth participation and engagement encompassing representatives, youth groups, CSOs, FBOs, CBOs, government services, local media, NGOs	UNICEF	15 JPP Districts
	Develop the "Uganda Portal" software; locally relevant content produced and modified, in response to needs identified in target districts	UNICEF	Bundibugyo, Mubende; Abim

Outcome 4: Adequately resourced, coordinated and managed national population programme

Indicators:

- % of the NPPAP actions implemented
- Amount of financial resources mobilised for the population programme

Output 4.1: Increased commitment of leaders at national and sub-national levels to address population trends and patterns and allocate budget

Indicators:

- Proportion of target districts allocating and disbursing funds to population issues
- Percent of leaders that are aware and understand the inter-linkages between population and development concerns

	Key interventions	Implementing partners	Districts
Advocacy for population and development	Support community leaders and policy makers to address population challenges, using evidence-based research arguments <ul style="list-style-type: none"> - Advocacy strategy - population champions 	UNFPA, POPSEC	National & 15 JPP districts
	Integrate population dynamics in wider context of development planning process at national and in the districts	UNIFPA, POPSEC	National, 15 JPP Districts

Output 4.2: Increased availability and utilisation of disaggregated data, including demographic and socio-economic variables, at national sectoral and sub-national levels

Indicators

- Proportion of district annual budget framework papers developed based on socioeconomic, demographic and other data sources
- % of districts with Strategic Plan for Statistical Development

	Key interventions	Implementing partners	Districts
Availability	Build capacity of URSB to operate and	UNICEF,	National, Moroto, Nakapiripirit, Amudat,

and use of data for development planning	manage the electronic births and deaths registration system	URSB	Katakwi, Yumbe, Gulu, Mubende
	Birth and death registration policy	UNICEF, URSB	National
	Support to the national surveys (UDHS, Panel Survey)	UNFPA, UBOS	National
	Labourforce survey	ILO, UBOS	National
	Support establishment and functionality of the harmonised district local government database	UNFPA, UBOS, POPSEC	15 JPP Districts
Output 4.3: Youth and vulnerable groups benefit from planned urbanization and human settlement development			
Indicator:			
# of urban physical development plans developed and implemented addressing the needs of youth and vulnerable groups			
	Support urban municipal councils to formulate physical development plans that address needs of youth and vulnerable groups	UNHABITAT	Gulu, Arua
Output 4.4: Strengthened partnerships, coordination and implementation of the Joint programme on population			
Indicators:			
<ul style="list-style-type: none"> • % of JPP targets achieved • JPP Financial expenditure rate 			
	JPP coordination	UNFPA	National

Annex 3: JPP Indicators with baseline and mid-term values

	Indicator	Indicator definition	Baseline value (2012)	Mid-term Review value (2013)	Target 2014
1.	Outcome 1: Fertility reduced in line with individual/couple choices especially among young people				
1.1	Output 1.1: Increased access to family planning, sexuality information and youth friendly services for sexually active proportion, especially young people				
1.1.1	% of young people (10-24 years) with accurate information on family planning in 15 JPP districts	N= # of young people with accurate information on FP. D=Total # of young people in selected districts. <i>Accurate information on Family Planning includes: 1. Correct knowledge of use of condoms .2. Correct knowledge of use of Emergency contraceptive pill. 3. Correct knowledge of use of contraceptive pills.</i>	1.3% (with accurate knowledge of three methods of family planning)	6.1%	15%
1.1.2	Number of Health Centres (HCIII)s and HCIVs providing youth friendly services in 15 JPP districts	Total Count: <i>HCIIIs and HCIVs providing youth friendly services in the target districts</i>	37 HCIII 6 HCIVs	60 HCIIIs 20 HCIVs Plus 11 district and 4 regional referral hospitals	80(HCIII) 15 (HCIV)
1.1.3	% increase in number of new users of FP in target districts	N= # of New Users of modern method of contraception at end of current year) – (# of New Users of modern method of contraception at end of previous year). D=Total users of modern method of contraception in the previous year. <i>New User is a client who accepts at least one modern method of contraception from a health service delivery point for the first time</i>	(New users =75,380)		(New users = 180,000)
1.1.4	Proportion of health facilities without stock-outs of three most commonly used contraceptives methods (condoms, Depo-Provera, pills)	N= # of health facilities without stock-outs of at least 3 most commonly used contraceptives methods (condoms, Depo-Provera and pills) in the last 3 months preceding the survey) D=Total # of health facilities	59.5% of health facilities	74.5% of health facilities	75%
1.2	Output 1.2: Community Groups mobilized for male and young people's involvement in sexual and reproductive health and rights				
1.2.1	Number of functional Male Action Groups	Total count <i>A functional male action group will have these minimum:</i>	52 MAGs are functional (87%)	44 MAGs are functional	60 MAGs

	Indicator	Indicator definition	Baseline value (2012)	Mid-term Review value (2013)	Target 2014
	(MAGs) advocating for SRH and rights ¹	<i>peer promotion activities; community outreach activities; reproductive health and rights activities, in their action plans that are implemented</i>	of annual target of 60)		
1.2.2	Number of functional young people's groups advocating for SRH and rights	Total count <i>A functional young people's group will have these minimum: peer promotion activities; community outreach activities; reproductive health and rights activities, in their action plans that are implemented</i>	67 (in Amudat, Arua, Bundibugyo, Katakwi, Mubende and Oyam Districts).	24 (in all the 15 districts except Kaabong, Kanungu and Yumbe	No Target
2	Outcome 2: Prepared and protected health Mothers, children and youth				
2.1	Output 2.1: Conditions conducive for enrolment, retention and completion of education under UPE and USE institutions enhanced specially for girls				
2.1.1	Number of girls retained in school through secondary bursary programme in the 8 UNFPA districts	N=Total # of girls on the Bursary programme who have been enrolled in the next class at the same school D= # of girls on the Bursary programme who were enrolled in the lower class the previous year in the same school. <i>Retention is the number of pupils/students who start at that school; go on the next year at the same school. If the number retained in school is high then the programme has more appeal to the students and parents; and meets their needs</i>	1,000 girls (854 for secondary and 146 for BTVET were retained in secondary schools and BTVET Institutions in 8 UNFPA districts by December 2012	1,000 girls (854 for secondary and 146 for BTVET	1000 girls
2.1.2	Net enrolment rate for primary and secondary levels for boys and girls	N=# of pupils enrolled in primary schools (6-12 years) and students enrolled in secondary schools (13-18 years) D= total population of primary school going age group (6-12 years) and secondary school going age group (13-18 years)	87% primary 15% secondary	95.5% (National figure). District specific data not yet available by the time of MTE	No target
2.2	Output 2.2 Improved access to a quality package for maternal, new-born and child health services				

¹A functional Male Action Group (MAG) was defined as a formal or informal organized group of males, formed for a particular cause, registered with the district, and is reported by the district officials to have been active as at the time of the survey. For a MAG to qualify as 'advocating for SRH and rights', the group had to have the following activities as minimum in their action plans: peer promotion activities; community outreach activities; reproductive health and rights activities and evidence, that they are implemented.

	Indicator	Indicator definition	Baseline value (2012)	Mid-term Review value (2013)	Target 2014
2.2.1	% of deliveries occurring in health facilities	N= # of deliveries occurring in health facilities D= # of total expected deliveries in the districts	37.5%	40.9%	50%
2.2.2	% of births attended by skilled birth attendant	N= # of deliveries attended by skilled birth attendant ²	37.5%	40.9%	50%
2.2.3	% of low birth weight babies in health facilities	N= # of babies born with low birth weight (<2.5kg) D= # of all live births in unit)	6.7%	6.6%	No Target
2.2.4	Increase in number of pregnant women attending four ANC visits in the 15 JPP districts	N= # of pregnant women attending four ANC visits at end of current year) - (# of pregnant women attending four ANC visit in previous year). D= # of pregnant women who attended four ANC visit in previous year	11.1%	5.1%	No Target
3.3	Outcome 3: Youth and Vulnerable groups have competitive skills and opportunities to actively participate in the economy for sustainable livelihoods.				
3.1	Output 3.1: Access to skills development infrastructure and employment opportunities				
3.1.1	% of youth accessing skills development & employment opportunities in 15 JPP districts	N=#of youth accessing skills development D=# total of youth in district (disaggregated by sex)	19.3%	Not assessed	No Target
4.	Outcome 4: Adequately resourced, Coordinated and managed National Population Programme				
4.1	Output 4.1: Increased commitment of leaders at national and sub national levels to address population trends and patterns and allocated budget				
4.1.1	Proportion of target districts allocating & disbursing funds to population issues by expenditure	N=# of target districts allocating and disbursing funds to population programme D= total number of target districts	30.6%	100%	100%

² WHO (2012) describes a **skilled birth attendant** as an accredited health professional – such as a midwife, doctor or nurse – who has been educated and trained to proficiency in the skills needed to manage normal (uncomplicated) pregnancies, childbirth and the immediate postnatal period, and in the identification, management and referral of complications in women and new-borns.

	Indicator	Indicator definition	Baseline value (2012)	Mid-term Review value (2013)	Target 2014
4.1.2	% of leaders aware & understand the inter-linkages between population and development concerns	N=# of leaders who can identify a population phenomenon (population size, structure, distribution and growth rate) and link them to a development process D=# of leaders under review	71%	72%	No target
4.1.3	Proportion of youth coalitions, networks and councils that are actively involved in formulation of sub-county/district development plans	N= # of youth coalitions, networks and councils that participate in formulation of sub-county/district development planning D= Total number of youth coalitions, networks and councils surveyed in the sub-county/districts. <i>Participation entails youth coalitions, networks and councils initiating, developing agendas and programmes, attending, and reporting back on development plans for youth, disaggregated by district, sub-county level of developing plans, evidenced by: meeting agenda, meeting minutes, attendance lists, and documented sources/reports</i>	0	0	No target
4.2	Output 4.2: Increased availability and utilization of disaggregated data, including demographic and socio-economic variables, at national sectoral and sub national levels				
4.2.1	Proportion of district Development plans (DDPs developed based on socio-economic, demographic and other data sources	N=# of DDPs that refer to population issues D= JPP districts (15)	87%	87%	No target
4.2.2	% of districts with Strategic Plans for Statistical Development	Total Count: Districts that have a developed Draft/final Local Government Strategic Plan for statistics	10 districts	10 districts	No target
4.3	Output 4.3: Youth and vulnerable groups benefit from planned urbanization and human settlement development				
4.3.1	No. of Urban Physical Development Plans developed and implemented addressing needs of	Total count: Urban Physical development plans that cater for facilities and services for youth and vulnerable groups. <i>Vulnerable groups include: women headed HHs; child headed HHs, elderly headed HHs</i>	0	0	2

	Indicator	Indicator definition	Baseline value (2012)	Mid-term Review value (2013)	Target 2014
	young and vulnerable people				
4.4	Output 4.4: Strengthened partnership, coordination and implementation of the Joint Programme on Population				
4.4.1	% of JPP programmatic targets achieved	N=# of programmatic targets achieved D=Total # of programmatic targets planned in 2010/11, 2011/12, 2012/13	77% of all output indicator targets		80%
4.4.2	JPP financial expenditure and disbursement rates	N=Annual expenditure by December 2012 D= Annual budgets for 2010/11, 2011/12, 2012/13	77.6% of total annual budget by December 2012	This can be measured only when annual expenditure figures by December 2013 are realised.	100%

Sources: JPP Baseline, 2012 and JPP MTE surveys, 2013



ANNEX III: Bid Submission Form

To: UNFPA

Dear Sir / Madam,

The undersigned, having read the solicitation documents of Request for Proposal UNFPA/UGA/15/002, hereby offers to provide the services, in accordance with the Terms and Conditions set out or specified in the document.

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

We undertake, if our bid is accepted, to commence and complete delivery of all items in the contract within the time frame stipulated.

We understand that you are not bound to accept any bid you may receive and that a bidding contract would result only after final negotiations are concluded on the basis of the technical and price bids proposed.

Dated thisday of[*year*].

Signature:

Name:

Title:

Company:

Email address



ANNEX IV: Bidders Identification Form

RFP UNFPA/UGA/15/002

1. Company/InstitutionName: _____

2. Address, Country: _____

3. Telephone: _____ Fax _____ Website_____

4. Date of establishment: _____

5. Name of Legal Representative: _____

6. ContactPerson: _____ Email: _____

7. Type of Company: Natural Person ☐ Co.Ltd. ☐ Other ☐ _____

8. Organizational Type: Manufacturer ☐ Wholesaler ☐ Trader ☐ Other: ☐ _____

9. Number of Staff: _____

10. Years supplying to UN organizations: _____ and to UNFPA: _____

11. Subsidiaries in the region:

Indicate name of subsidiaries and address

a) _____

b) _____

c) _____



12. Commercial representative in the country (for international companies only)

Name: _____

Address: _____

Telephone: _____ Fax: _____

ANNEX V: Format of Bidder's Previous Experience and Clients

No.	Description (1)	Client	Contact person, phone number, email address	Date of service		Contract Amount
				From	To	(Currency)

(1) Bidder shall indicate the description of products, services or works provided to the previous clients. Please indicate relevant contracts to the one requested in the RFP.

ANNEX VI: Technical Bid

The technical bid should be concisely presented and structured in the following order to include, but not necessarily be limited to the following information listed below.

1. Description of the firm and the firm's qualifications: A brief description of your firm/institution and an outline of recent experience on projects of a similar nature, including experience in the country and language concerned. You should also provide information that will facilitate our evaluation of your firm/institution's substantive reliability, such as catalogues of the firm, and financial and managerial capacity to provide the services such as audited financial statements.
2. Understanding of the requirements for services, including assumptions: Include any assumptions as well as comments on the data, support services and facilities to be provided as indicated in the TOR or as you may otherwise believe to be necessary.
3. Proposed Approach, Methodology, Timing and Outputs: any comments or suggestions on the TOR, as well as your detailed description of the manner in which your firm/institution would respond to the TOR. You should include the number of person-months in each specialization that you consider necessary to carry out all work required.
4. Proposed Team Structure: The composition of the team which you would propose to provide in the country of assignment and/or at the home office, and the work tasks (including supervisory) which would be assigned to each. An organogram illustrating the reporting lines, together with a description of such organization of the team structure should support your bid.
5. Proposed Project Team Members: Please attach the curriculum vitae of the senior professional member of the team and members of the proposed team – each CV should be no longer than 3 pages and should include the relevant experience of the individual to undertake the assigned tasks in the work plan.
6. If the requested service is a creative one, the bidder can submit drawings, schemes, pictures or samples.

ANNEX VII: Price Schedule Form

Item	Description	Number & Description of Staff by Level	DailyRate US\$	Days to be Committed	Total US\$
1. Steps					
Inception report preparation	Includes a detailed work plan and methodology with all the research instruments to be used in the study				
Data collection	Includes pre-testing of tools, training and fieldwork				
Data analysis	Includes data capture and analysis				
Draft report preparation and presentation	Including baseline indicator values at goal level and under each outcome and output				
Final report preparation and submission	Incorporating comments from the draft report				
TOTAL PROFESSIONAL FEES					
2. Estimated out-of-pocket expenses					
TOTAL OUT-OF-POCKET EXPENSES					
TOTAL FEES(Professional + out-of-pocket expenses)					

Signature of Bidder _____

Name and title _____

ANNEX VIII: UNFPA General Terms and Conditions for Contracts

Contracts for the provision of goods and/or services

1. LEGAL STATUS OF THE PARTIES:

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

2. SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNFPA in connection with the performance of its obligations under the Contract. Should any authority external to UNFPA seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNFPA and provide all reasonable assistance required by UNFPA. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNFPA, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNFPA.

3. RESPONSIBILITY FOR EMPLOYEES:

To the extent that the Contract involves the provision of any services to UNFPA by the Contractor's officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:

3.1 -- The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

3.2 -- At the option of and in the sole discretion of UNFPA:

3.2.1 -- the qualifications of personnel proposed by the Contractor (e.g., a curriculum vitae) may be reviewed by UNFPA prior to such personnel's performing any obligations under the Contract;

3.2.2 -- any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNFPA prior to such personnel's performing any obligations under the Contract; and,

3.2.3 -- in cases in which, pursuant to Article 3.2.1 or 3.2.2, above, UNFPA has reviewed the qualifications of such Contractor's personnel, UNFPA may reasonably refuse to accept any such personnel.

3.3 -- Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

3.3.1 -- UNFPA may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.

3.3.2 -- Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNFPA, which shall not be unreasonably withheld.

3.3.3 -- The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

3.3.4 -- All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.

3.3.5 -- Any request by UNFPA for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNFPA shall not bear any liability in respect of such withdrawn or replaced personnel.

3.3.6 -- If a request for the withdrawal or replacement of the Contractor's personnel is not based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNFPA officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.

3.4 -- Nothing in Articles 3.2 and 3.3, above, shall be construed to create any obligations on the part of UNFPA with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.



4. ASSIGNMENT:

4.1 -- Except as provided in Article 4.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of the UNFPA. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNFPA. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UNFPA. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNFPA.

4.2 -- The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations provided that:

4.2.1 -- such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; and,

4.2.2 -- such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; and,

4.2.3 -- the Contractor promptly notifies UNFPA about such assignment or transfer at the earliest opportunity and,

4.2.4 -- the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNFPA following the assignment or transfer.

5. SUBCONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNFPA for all sub-contractors. The approval of UNFPA 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:

6.1 -- The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee, or other agent of UNFPA. The Contractor acknowledges and agrees that any breach of this provision is a breach of an essential term of the Contract.

6.2 -- GIFTS AND HOSPITALITY: UNFPA has a "zero tolerance" policy and does not accept any type of gift or any offer of hospitality beyond that of a representational nature. UNFPA shall not accept any recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners. UNFPA expects its Contractors not to offer any benefit such as free goods or services or a work position or sales opportunity to a UNFPA staff member or a former UNFPA staff member in order to facilitate the suppliers business with UNFPA.

6.3 -- CONFLICT OF INTERESTS: Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or its partner, agent or servant, in relation to the obtaining or to the execution of this or any other contract with the Buyer shall, in addition to any criminal liability, which it may incur, subject the Contractor to cancel this and all other contracts and also to pay for any loss or damage resulting from any such cancellation. The Buyer shall then be entitled to deduct the amount so payable from any money otherwise due to the Contractor under this or any other contract payable under this clause shall be referred to arbitration.

7. PURCHASE OF GOODS

To the extent that the Contract involves any purchase of goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to any purchases of goods under the Contract:

7.1 -- DELIVERY OF GOODS: The Contractor shall hand over or make available the goods, and UNFPA shall receive the goods, at the place for the delivery of the goods and within the time for delivery of the goods specified in the Contract. The Contractor shall provide to UNFPA such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss, damage to, or destruction of the goods shall be borne exclusively by the Contractor until physical delivery of the goods to UNFPA in accordance with the terms of the Contract. Delivery of the goods shall not be deemed in itself as constituting acceptance of the goods by UNFPA.

7.2 -- INSPECTION OF THE GOODS: If the Contract provides that the goods may be inspected prior to delivery, the Contractor shall notify UNFPA when the goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNFPA or its designated inspection agents may also inspect the goods upon delivery in order to confirm that the goods conform to applicable specifications or other requirements of the Contract.

7.3 -- PACKAGING OF THE GOODS: The Contractor shall package the goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the goods. The goods shall be packed and marked in a proper manner in accordance with the shipping instructions attached to the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the goods.

7.4 -- TRANSPORTATION & FREIGHT: Unless otherwise specified in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment

and delivery of the goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNFPA receives all necessary transport documents in a timely manner so as to enable UNFPA to take delivery of the goods in accordance with the requirements of the Contract.

7.5 -- **WARRANTIES:** Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNFPA stated in or arising under the Contract, the Contractor warrants and represents that:

7.5.1 -- The goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;

7.5.2 -- If the Contractor is not the original manufacturer of the goods, the Contractor shall provide UNFPA with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract;

7.5.3 -- The goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;

7.5.4 -- The goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;

7.5.5 -- The goods are new and unused;

7.5.6 -- All warranties will remain fully valid following any delivery of the goods and for a period of not less than one (1) year following acceptance of the goods by UNFPA in accordance with the Contract;

7.5.7 -- During any period in which the Contractor's warranties are effective, upon notice by UNFPA that the goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective goods with goods of the same or better quality or, at its own cost, remove the defective goods and fully reimburse UNFPA for the purchase price paid for the defective goods; and,

7.5.8 -- The Contractor shall remain responsive to the needs of UNFPA for any services that may be required in connection with any of the Contractor's warranties under the Contract.

7.6 -- **ACCEPTANCE OF THE GOODS:** Under no circumstances shall UNFPA be required to accept any goods that do not conform to the specifications or requirements of the Contract. UNFPA may condition its acceptance of the goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNFPA be obligated to accept any goods unless and until UNFPA has had a reasonable opportunity to inspect the goods following delivery. If the Contract specifies that UNFPA shall provide a written acceptance of the goods, the goods shall not be deemed accepted unless and until UNFPA in fact provides such written acceptance. In no case shall payment by UNFPA in and of itself constitute acceptance of the goods.

7.7 -- **REJECTION OF THE GOODS:** Notwithstanding any other rights of, or remedies available to UNFPA under the Contract, in case any of the goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNFPA, at its sole option, may reject or refuse to accept the goods, and within thirty (30) days following receipt of notice from UNFPA of such rejection or refusal to accept the goods, the Contractor shall, in sole option of UNFPA:

7.7.1-- provide a full refund upon return of the goods, or a partial refund upon a return of a portion of the goods, by UNFPA; or,

7.7.2 -- repair the goods in a manner that would enable the goods to conform to the specifications or other requirements of the Contract; or,

7.7.3 -- replace the goods with goods of equal or better quality; and,

7.7.4 -- pay all costs relating to the repair or return of the defective goods as well as the costs relating to the storage of any such defective goods and for the delivery of any replacement goods to UNFPA.

In the event that UNFPA elects to return any of the goods for the reasons specified in Article 7.7, above, UNFPA may procure the goods from another source. In addition to any other rights or remedies available to UNFPA under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, inter alia, the costs of engaging in such procurement, and UNFPA shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the goods for the Contractor's account.

7.8 -- **TITLE:** The Contractor warrants and represents that the goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the goods shall pass from the Contractor to UNFPA upon delivery of the goods and their acceptance by UNFPA in accordance with the requirements of the Contract.

7.9 -- **EXPORT LICENSING:** The Contractor shall be responsible for obtaining any export license required with respect to the goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNFPA under the Contract. The Contractor shall procure any



such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of UNFPA, UNFPA shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with UNFPA to enable UNFPA to take appropriate measures to resolve the matter.

8. ACKNOWLEDGEMENT COPY

8.1 -- The Supplier shall acknowledge receipt and acceptance of UNFPA Purchase Order by:

a. Acknowledgement of receipt of Purchase Order by the Vendor's signing and returning an acknowledgement copy of it to UNFPA buyer (via email, fax or letter) or by timely delivery of the goods as herein specified.

b. When applicable, entering Estimated Time of Departure (ETD) and Estimated Time of Arrival (ETA) into the Order Tracking System Website: <http://shipping.unfpa.dk/supots>

8.2 -- Acceptance of this purchase order shall affect a contract between the parties under which the rights and obligations of the parties shall be governed solely by the terms and conditions of this purchase order, including the general conditions, and agreed attachments, if any (hereinafter collectively referred to as "this contract"). No additional or inconsistent provisions by the Vendor shall bind UNFPA unless agreed to in writing by a duly authorized official of UNFPA.

9. PAYMENT

9.1 -- In the case of goods to be delivered to UNFPA in New York, it shall make payment within thirty (30) days of receipt of (a) the goods and (b) the invoice and other documents specified in this Contract, whichever (a) or (b) is the later.

9.2 -- In the case of goods to be delivered elsewhere, UNFPA shall, unless otherwise specified in this Contract, make payment within thirty (30) days of receipt of (a) the Vendor's invoice for the goods and (b) copies of the customary shipping documents and other documents specified in the Contract, whichever (a) or (b) is later.

9.3 -- Unless otherwise authorized by UNFPA, a separate invoice must be submitted in respect of each shipment under this Contract and such Invoice must bear the UNFPA Purchase Order Number in an easily visible place.

9.4 -- UNFPA shall not pay any charges for late payments unless expressly agreed to in writing.

9.5 -- No advance payment shall be made.

10. NOTICE OF DELAY

Shall the Contractor encounter delay in the performance of the contract which may be excusable under unavoidable circumstances, the contractor shall notify UNFPA in writing about the causes of any such delays within two (2) weeks from the beginning of the delay.

As soon as practical after receipt of the Contractor's notice of delay, UNFPA shall ascertain the facts and extent of delay, and extend time for performance when in its judgment the facts justify such an extension. UNFPA's findings thereon shall be final and conclusive subject only to the Contractor's right of appeal under the arbitration clause of the contract.

11. LIQUIDATED DAMAGES

In case the Vendor fails to perform under the terms and conditions of the Purchase Order or Long Term Agreement, including but not limited to failure of obtaining necessary export licenses or delivering all the goods by the date or dates of delivery, UNFPA shall, after giving the Vendor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

a. Procure all or part of the goods from other sources, and in that event UNFPA may hold the Vendor responsible for any excess cost occasioned thereby. In exercising such rights UNFPA shall mitigate its damages in good faith;

b. Refuse to accept delivery of all or parts of the services

c. Terminate the Purchase Order or Long Term Agreement;

d. For late delivery of goods or for items which do not meet the agreed specifications and are therefore rejected by UNFPA, UNFPA can claim liquidated damages from the Vendor and deduct 0.5% of the value of the goods pursuant to the Purchase Order per additional day of delay, up to a maximum of 10% of the value of the Purchase Order. The payment or deduction of such liquidated damages shall not relieve the Vendor from any of its other obligations or liabilities pursuant to any current Long Term Agreement or Purchase Order.

12. INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNFPA, 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 worker'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.

13. INSURANCE AND LIABILITY:

13.1 -- 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.

13.2 -- 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.

13.3 -- 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.

13.4 -- Except for the workmen's compensation insurance, the insurance policies under this Article shall:

13.4.1 -- Name UNFPA as additional insured;

13.4.2 -- Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNFPA;

13.4.3 -- Provide that UNFPA shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

13.5 -- The Contractor shall, upon request, provide UNFPA with satisfactory evidence of the insurance required under this Article 13.

14. ENCUMBRANCES AND 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 UNFPA against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNFPA.

15. EQUIPMENT FURNISHED BY UNFPA TO THE CONTRACTOR:

Title to any equipment and supplies that may be furnished by UNFPA to the Contractor for the performance of any obligations under the Contract shall rest with UNFPA, and any such equipment shall be returned to UNFPA at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNFPA, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNFPA for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

16. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS.

16.1 -- Except as is otherwise expressly provided in writing in the Contract, UNFPA 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 UNFPA 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. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNFPA.

16.2 -- 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, UNFPA does not and shall not claim any ownership interest thereto, and the Contractor grants to UNFPA 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.

16.3 -- At the request of UNFPA, 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 UNFPA in compliance with the requirements of the applicable law and of the Contract.

16.4 -- 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 UNFPA, shall be made available for use or inspection by UNFPA at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNFPA authorized officials on completion of work under the Contract.



17. PUBLICITY AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNFPA AND/OR THE UNITED NATIONS.

The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNFPA and/or the United Nations, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNFPA and/or the United Nations, or any abbreviation of the name of UNFPA and/or the United Nations in connection with its business or otherwise without the written permission of UNFPA.

18. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION.

18.1 -- All documents, correspondences, decisions and orders concerning the contract shall be considered as confidential and restricted in nature by the Contractor and he/she shall not divulge or allow access to them by any unauthorized person.

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

19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

19.1 -- In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of force majeure or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of force majeure. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

19.2 -- If the Contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, UNFPA shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 20, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, the UNFPA shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure for any period in excess of ninety (90) days.

19.3 -- Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas with harsh conditions where UNFPA is engaged in, preparing to engage in, or disengaging from any operations, any delays or failure to perform such obligations arising from or relating to such harsh conditions, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute force majeure under the Contract.

20. TERMINATION:

20.1 -- 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 23.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

20.2 -- UNFPA reserves the right to terminate without cause this Contract at any time upon forty-five (45) days prior written notice to the Contractor, in which case UNFPA shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

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

20.4 -- 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, UNFPA 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 UNFPA of the occurrence of any of the above events.

20.5 -- The provisions of this Article 20 are without prejudice to any other rights or remedies of UNFPA under the Contract or otherwise.

21. NON-WAIVER OF RIGHTS:

The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.



22. NON-EXCLUSIVITY:

Unless otherwise specified in the Contract, UNFPA shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNFPA shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

23. SETTLEMENT OF DISPUTES:

23.1 -- AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

23.2 -- 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 23.1, 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. 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.

24. PRIVILEGES AND IMMUNITIES:

Nothing contained in this or any contract shall be deemed a waiver, expressed or implied, of any immunity from suit, judicial process, confiscation, taxation or other immunity which UNFPA may from time to time enjoy, whether pursuant to the Convention on Privileges and Immunities of the United Nations, or other conventions, laws, orders or decrees of international or national character, or otherwise.

25. TAX EXEMPTION

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

25.2 -- The Contractor authorizes UNFPA to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNFPA before the payment thereof and UNFPA has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNFPA with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNFPA shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNFPA and paid by the Contractor under written protest.

26. OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNFPA; as such obligations are set forth in the United Nations/UNFPA vendor registration procedures.

27. MODIFICATIONS

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

28. AUDITS AND INVESTIGATIONS:

28.1 -- Each invoice paid by UNFPA shall be subject to a post-payment audit by auditors, whether internal or external, of UNFPA, the United Nations or by other authorized and qualified agents of UNFPA or of the United Nations at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. UNFPA shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNFPA other than in accordance with the terms and conditions of the Contract.

28.2 -- The Contractor acknowledges and agrees that, from time to time, UNFPA and/or the United Nations may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating



to performance of the Contract. The right of UNFPA and/or the United Nations to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNFPA and/or to the United Nations access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNFPA and/or by the United Nations hereunder.

29. LIMITATION ON ACTIONS:

29.1 -- Except with respect to any indemnification obligations in Article 12, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 23.2, above, arising out of the Contract must be commenced within three (3) years after the cause of action has accrued.

29.2 -- The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

30. CHILD LABOR:

The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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. 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 UNFPA and/or the United Nations to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

31. MINES:

The Contractor warrants and represents that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol 11 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.

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 UNFPA to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

32. SEXUAL EXPLOITATION:

32.1 -- The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favours or activities, or from engaging 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 these provisions shall entitle UNFPA to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

32.2 -- UNFPA 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.

33. ENVIRONMENTAL POLICY

UNFPA expects its Contractors to have an effective environmental policy and to comply with existing legislation and regulations regarding the protection of the environment. Contractors should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.