

Request for Proposal (RFP)

Subject: RFP for the “Results based Monitoring and Evaluation Framework for PRSP-II.”

1. You are requested to submit a proposal for the:

Results based Monitoring and Evaluation Framework for PRSP-II.
as per enclosed Terms of Reference (TOR).

2. To enable you to submit a proposal, attached are:

- i. Instructions to Offerors (Annex I)
- ii. General Conditions of Contract.....(Annex II)
- iii. Terms of Reference (TOR).....(Annex III)
- iv. Proposal Submission Form(Annex IV)
- v. Price Schedule(Annex V)

3. Your offer comprising of technical proposal and financial proposal, *in separate sealed* envelopes, should reach the following address no later than **5th July, 2010.**

Mr. Sajjad Ahmed Shaikh
National Project Manager
Strengthening PRS Monitoring
Room 214, 3rd Floor, Federal Bank for Cooperative Building G-5/2, Islamabad,
Ph: 9204518, 9204526
Fax: 9204534
sajjad.shaikh@undppartners.org.pk

4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.

Instructions to Offerors

A. Introduction

1. General

2. The core functions of the Ministry of Finance (MoF) are to pursue sound and equitable economic policies that put Pakistan on the path of sustained economic development and macroeconomic stability with a view to continuously and significantly improving the Quality of life of all citizens through prudent and transparent public financial management carried out by dedicated professionals.
3. Finance Division deals with the subjects pertaining to finances of the Federal Government and financial and economic matters affecting the country as a whole and preparation of budget statements for the consideration of the Parliament.
4. Moreover, Poverty Reduction Strategy (PRS) Secretariat, Finance Division has been mandated to coordinate, monitor, evaluate, track implementation of the PRSP; and report progress on pro-poor input, output and outcome indicators.

5. Scope of Work

The study needs to be based on the Poverty Reduction Strategy Paper (PRSP)-II of Pakistan. To the extent possible, it should reflect the progress made so far in the results based Monitoring and Evaluation (M&E) process and more importantly, the ways to better assess progress in the policy approach highlighted in the nine pillars of the strategy

6. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the SPRSM in no case will be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

7. Contents of solicitation documents

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

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring SPRSM entity in writing at the organisation's mailing address or fax number indicated in the RFP. The procuring SPRSM entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation's response

(including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

5. Amendments of solicitation documents

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

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

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

C. Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring SPRSM entity shall be written in the English.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

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

8. Proposal form

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

(a) Management plan

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

(b) Resource plan

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

(c) Proposed methodology

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description along with essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

9. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

10. Proposal currencies

All prices shall be quoted in Pak Rupees. The Bidder shall indicate on the appropriate price schedule form the Unit prices (where applicable) and total bid price of the services and goods it proposes to supply under the RFP.

11. Period of validity of proposals

Proposals shall remain valid for sixty (60) days after the date of Proposal submission prescribed by the procuring SPRSM entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring SPRSM entity on the grounds that it is non-responsive.

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

12. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each “Original Proposal” and “Copy of Proposal” as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorized to bind the Offeror to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

13. Payment

SPRSM shall effect payments to the Contractor after acceptance by SPRSM of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

D. Submission of Proposals

14. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

- addressed to –

Mr. Sajjad Ahmed Shaikh
National Project Manager
Strengthening PRS Monitoring
Room 214, 3rd Floor, Federal Bank for Cooperative Building G-5/2, Islamabad,
Ph: 9204518, 9204526
Fax: 9204534
sajjad.shaikh@undppartners.org.pk

and,
marked with –

“RFP: Results based Monitoring and Evaluation Framework for PRSP-II”

(b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked “Original” and “Copy”. The second inner envelope shall include the price schedule duly identified as such.

Note: If the inner envelopes are not sealed and financial bid is part of the technical proposal, the the procuring SPRSM entity will reject the proposal. Therefore, please ensure that Technical and Price Proposals are sealed in separate envelopes.

15. Deadline for submission of proposals.

Proposals must be received by the procuring SPRSM entity at the address specified under clause *Sealing and marking of Proposals* no later than July 5, 2010.

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

16. Late Proposals

Any Proposal received by the procuring SPRSM entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

17. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring SPRSM entity prior to the deadline prescribed for submission of Proposals.

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

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

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

E. Opening and Evaluation of Proposals

18. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee formed by the Office of the UN Resident Coordinator and the SPRSMP Federal Office.

19. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification

and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

20. Preliminary examination

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

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

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

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

21. Evaluation and comparison of proposals

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 700 points in the evaluation of the technical proposals. The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The contractor will be awarded to the Contractor offering best value for money. The Contractor scoring the highest on the technical and financial proposal combined will be awarded the contract.

The total financial score shall be 300 points.

Total score of the contractor = Technical Proposal + Financial Proposal

Technical Evaluation Criteria

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm / Organization Submitting Proposal

Form 2: Proposed Scope and Approach

Form 3: Personnel

Note: The score weights and points obtainable in the evaluation sheet are tentative and should be changed depending on the need or major attributes of technical proposal.

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organisation submitting Proposal		200					
2.	Proposed Work Plan and Approach		400					
3.	Personnel		100					
Total			700					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm / Organisation Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Note: The score weights and points obtainable in the evaluation sheet are tentative and should be changed depending on the need or major attributes of technical proposal.

Technical Proposal Evaluation Form 1	Points obtainable	Company / Other Entity				
		A	B	C	D	E
Expertise of firm / organisation submitting proposal						

1.1	Reputation of Organisation	50					
1.2	Relevance of: - Specialised Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region Work for UN/ major multilateral/ or bilateral programmes	150					
		200					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Approach							
2.1	To what degree does the Offeror understand the task?	30					
2.2	Have the important aspects of the task been addressed in sufficient detail?	30					
2.3	Is the conceptual framework adopted appropriate for the task?	85					
2.4	Is the scope of task well defined and does it correspond to the TOR?	120					
2.6	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	85					
		400					
Technical Proposal Evaluation Form 3		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
3.1	Task Manager	50					
	Sub-Score						
	General Qualification	50					
	Suitability for the Project	10					
		10					
	- Professional Experience in the area of specialization	30					

F. Award of Contract

22. Award criteria, award of contract

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

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

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

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

24. Signing of the contract

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

General Conditions of Contract

1. LEGAL STATUS

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

2. SOURCE OF INSTRUCTIONS

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

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

4. ASSIGNMENT

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

5. SUB-CONTRACTING

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

6. OFFICIALS NOT TO BENEFIT

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

7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, SPRSM, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of

acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

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

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

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

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

(i) Name SPRSMP as additional insured;

(ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against SPRSMP;

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

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

E. 9. ENCUMBRANCES/LIENS

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

10. TITLE TO EQUIPMENT

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

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

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

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

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

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

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

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

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to SPRSM, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify SPRSM of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, SPRSM shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, SPRSM shall have the right to suspend or terminate this Contract on the same terms and conditions as

are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 15.2 SPRSMP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case SPRSMP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by SPRSMP under this Article, no payment shall be due from SPRSMP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, SPRSMP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform SPRSMP of the occurrence of any of the above events.

16. SETTLEMENT OF DISPUTES

16.1. Amicable Settlement

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

16.2. Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

PRIVILEGES AND IMMUNITIES

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

TAX EXEMPTION

- 18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with SPRSMP to determine a mutually acceptable procedure.
- 18.2 Accordingly, the Contractor authorizes SPRSMP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with SPRSM before the payment thereof and SPRSM has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide SPRSMP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19 CHILD LABOUR

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

20 MINES

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

OBSERVANCE OF THE LAW

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

AUTHORITY TO MODIFY

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 SPRSMP unless provided by an amendment to this Contract signed by the authorized official of SPRSMP.



Terms of Reference (TOR)

I. Organizational Context

The core functions of the Ministry of Finance (MoF) are to pursue sound and equitable economic policies that put Pakistan on the path of sustained economic development and macroeconomic stability with a view to continuously and significantly improving the Quality of life of all citizens through prudent and transparent public financial management carried out by dedicated professionals.

Finance Division deals with the subjects pertaining to finances of the Federal Government and financial and economic matters affecting the country as a whole and preparation of budget statements for the consideration of the Parliament.

Moreover, Poverty Reduction Strategy (PRS) Secretariat, Finance Division has been mandated to coordinate, monitor, evaluate, track implementation of the PRSP; and report progress on pro-poor input, output and outcome indicators.

Background - Poverty Reduction Strategy Papers (PRSPs)

The PRSP formulation process took off in Pakistan with the finalization of the Interim Poverty Reduction Strategy Paper (I-PRSP) in November 2001, which after further refinement was evolved into the Poverty Reduction Strategy Paper (PRSP) in December 2003 for the period up till 2006. The PRSP since then has been the key strategy document of the government for social development of the country. With the PRSP-I having successfully completed its three years of implementation in 2006, the next step in the ongoing process inevitably was the compilation of its successor – the PRSP-II. The PRSP-II draws upon lessons learnt from the implementation of the PRSP-I and takes into account recent political, economic and social events, both domestic and international, which have considerable development impacts for Pakistan.

The PRSP-II is based upon the Government's Nine-Point Economic Reform and Poverty Reduction Agenda. Success in poverty reduction depends on the availability of resources, effective implementation of the strategy, continuous Monitoring & Evaluation (M&E) of its progress and regular feedback to policymakers for appropriate adjustment in policies. To measure the progress of implementation of the PRSP-II, a Results-Based M&E Framework was designed to put in place a sustainable system to deliver timely and reliable data against a set of well-defined indicators, which feeds into the policy process and engages national and sub-national levels. The PRSP Results-Based M&E approach complemented with an M&E Framework (results chain) aims to ensure improved capacity to formulate and implement pro-poor policies, efficient and effective spending aimed at poverty reduction and an integrated system, which will enable precise comparison of past achievements with future objectives.

The PRSP Results-Based M&E approach constitutes a set of input, intermediate and outcome indicators in 17 pro-poor sectors formulated through extensive consultations. These indicators have been refined with continued interaction with all stakeholders and are thus, entirely inclusive. The Results-Based M&E Framework not only provides a viable system of checks and balances, but also a set of goals, landmarks, and milestones which can increase awareness and can assist in the improvement of the PRSP as a 'living' document. Since evolution of the Results-Based M&E Framework is a continuous process, the purpose of this study is to review the current PRSP Results-Based M&E approach to ensure whether it is on track in terms of checking progress of indicators and its ability to evaluate a set of results at specific intervals.

The aim of the study is to review the institutional arrangements – coordination, roles and responsibilities, rules, processes and procedures, reporting mechanisms, quality data sources, data dissemination mechanisms - that bring all activities together in a coherent framework by allowing communication and information flows between the various stakeholders. This should be complemented by exploring evidence that the data/information collected through results based M&E is being used by policy makers to improve the efficiency and effectiveness of PRSP programming, and analyzing the current status and proposing appropriate procedures for quality data sources, data collection methodologies at federal and provincial levels, and collection of gender disaggregated data. The key focus of PRSP-II is also intertwined with the achievement of Millennium Development Goals (MDGs).

II. Functions / Key Results Expected

Scope/Objectives

The study needs to be based on the Poverty Reduction Strategy Paper (PRSP)-II of Pakistan. To the extent possible, it should reflect the progress made so far in the results based Monitoring and Evaluation (M&E) process and more importantly, the ways to better assess progress in the policy approach highlighted in the nine pillars of the strategy.

Aspects of the study will include analysis of:

- **Indicators:** input, output, outcome and impact analysis
- **Data sources:** programme monitoring, financial monitoring, behavioural surveillance data, essential research data, other studies and institutional data including NEMIS, HIES, PSLM, etc.
- **Information products:** Quarterly and Annual Progress reports and expenditure reports, etc.

Deliverables

Prepare a detailed analysis of the PRSP Results-Based M&E Framework in the light of the following tasks/responsibilities:

- An overview of Results-Based M&E Framework on a conceptual level, monitoring PRSP – II implementation status (review quality of input, output, and outcome indicators), monitoring of impact indicators (that capture many dimensions of poverty), and its linkages with MDGs and public expenditure system in the country.
- Define and review indicator sufficiency and identify gaps if any with respect to each of the PRSP-II pillars and their relevance in assessing/tracking the performance of all sectors
- Detailed descriptions of each of the core data sources
- An in-depth analysis of indicators from a gender perspective and make recommendations accordingly
- Identify strengths and weaknesses in the existing M&E Framework and determine action plans to address them at both national and sub-national levels. Determine whether Results-Based M&E approach and M&E framework supports government decision making on poverty reduction policies, budgetary priorities, and the continuous updating and improvement of poverty reduction monitoring system
- The Firm/Individuals will meet all relevant internal and external stakeholders, as and when need arises, for feedback on the key issues.

- Suggest additional recommendations to further enrich the process of PRSP M&E Framework

Payment as per deliverables

The Strengthening PRSM Project will be governed the following schedule:

- | | |
|---|-----|
| ▪ Submission/approval of outline of study | 15% |
| ▪ Submission of first draft of study | 35% |
| ▪ Submission/approval of final draft | 50% |

Audience

The audience consists of key stakeholders identified during the PRSP compilation process (starting from the Interim PRSP) including general public, parliamentarians, district, provincial and federal government officials, international development partners and civil society.

Language

The study will be compiled in English.

Delivery Time

The full process of the assignment will span over 6 weeks after signing of contract.

III. Expected Results

There is an increasing emphasis in moving beyond a focus on the elements of analysis of M&E Framework based on inputs, outputs and outcomes to one of understanding the processes affecting the impact of the pro-poor policies. This study will carry the process forward and will further analyze the effectiveness of PRSP-II policies through assessment of the existing M&E Framework, which tracks the progress of its set indicators/goals. The study will be an important advocacy tool to ensure that the PRSP-II becomes a living document that adapts to the changing needs of stakeholders and policy implications.

IV. Competencies

We wish to work with a firm who has preferably 3-5 years related experience. The applying firm must meet the following criteria:

- Must be reputable with prior experience of compiling studies;
- Have sound technical expertise and sufficient knowledge of the working of public sector organizations, development sector and poverty related issues;
- Must have a dedicated team of experts with good research skills and ability to pay meticulous attention to detail; and
- Have the ability to adhere to deadlines.

PRICE SCHEDULE

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18. '

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

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

In addition to the hard copy, if possible please also provide the information on CD.

Price Schedule:			
Request for Proposals for Services			
Description of Activity/Item	Charges/hour or day	No. of man hours / days	Total Amount (Rupees)
1.			
1.1			
1.2			
1.3			
1.4			
1.5			
1.6			
2			
2.1			
2.2			
3.			
3.1			
3.2	Travel Costs		
3.3	Logistics		

* Please add additional costs (if nay) according to your proposed plan.

