



Request for Proposal (RFP)

Date: 10 July 2013

Dear Sir/Madam,

Subject: RFP to conduct Mid-term Review of Regional Programme on Improving Women’s Human Rights in South-East Asia – CEDAW SEAP Phase II and Evaluation of the Project on Regional Mechanisms to Protect the Human Rights of Women and Girls in Southeast Asia.

1. You are requested to submit a proposal for the provision of implementation support services to **conduct “Mid-term Review of Regional Programme on Improving Women’s Human Rights in South-East Asia – CEDAW SEAP Phase II and Evaluation of the Project on Regional Mechanisms to Protect the Human Rights of Women and Girls in Southeast Asia”** as per enclosed Terms of Reference (ToR).
2. To enable you to submit a proposal, attached are:
 - Instructions to Offerors (Annex I)
 - General Conditions of Contract..... (Annex II)
 - Concept Note (CN).....(Annex III)
 - Proposal Submission Form(Annex IV)
 - Price Schedule(Annex V)

Your offer comprising of technical proposal and financial proposal, in **separate sealed envelopes or e-mails**, should reach the following address no later than **11:59 p.m. on 26 July 2013 Bangkok, Thailand’s time**.

Email: procurement.bangkok@UNWOMEN.org; to the attention of Procurement Unit.

3. In order to facilitate the submission of both Technical and Financial proposals, the submission duly stamped and signed can be done electronically in PDF format and send to procurement.bangkok@UNWOMEN.org Technical and Financial proposals should be sent as separate PDF files. If the Technical and Financial proposals are sent in the same PDF file, they will be rejected.
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.
5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,

ANNEX I: INSTRUCTIONS TO OFFERORS

A. Introduction

1. General

Purpose of RFP

UN WOMEN is seeking the services of NGOs/qualified companies/academic institutions to provide implementation support services to conduct **“Mid-term Review of Regional Programme on Improving Women’s Human Rights in South-East Asia – CEDAW SEAP Phase II and Evaluation of the Project on Regional Mechanisms to Protect the Human Rights of Women and Girls in Southeast Asia”**.

Please refer to the attached Terms of Reference for details of the tasks and expected deliverables

2. Cost of proposal

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

B. Solicitation Documents

3. Contents of solicitation documents

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

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring unit of UN WOMEN in writing at the procurement.bangkok@UN_WOMEN.org. The procuring unit of UN WOMEN 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 organization’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 UN WOMEN 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 UN WOMEN 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 unit of UN WOMEN shall be written in the **English language**. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

- a) Proposal submission form;
- b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements; (e.g. financial statement for the most recent year, previous jobs/ contracts in the area training on WHR and CEDAW)
- c) Price schedule, completed in accordance with clauses 9 and 10;

8. Proposal form

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

(a) *Management plan*

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

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

(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 in the ToR. The following main details are required:

TASKS: To conduct "Mid-term Review of Regional Programme on Improving Women's Human Rights in South-East Asia – CEDAW SEAP Phase II and Evaluation of the Project on Regional Mechanisms to Protect the Human Rights of Women and Girls in Southeast Asia" For more information, please find the attached Terms of Reference as annex III.

An Organization will be hired by UN Women to undertake the following tasks:

A) Evaluation of the Project on Regional Mechanisms to Protect the Human Rights of Women and Girls in Southeast Asia

- 1) Assess and validate the results of the programme, paying attention to an analysis of achievements, outlining the factors which contributed to the results achieved;
- 2) Identify gaps and their causes, if any, in attaining the projected results;
- 3) Analyze lessons learned on both substantive and programme management issues, specifically broader learning for UN Women's approach in working with ASEAN human rights bodies.
- 4) Provide directions / specific recommendations to UN Women, CIDA and other potential donors for a possible next phase of the project (internal document)
- 5) To propose a forward looking knowledge product for ASEAN Stakeholders on effective protection and promotion of human rights of women and girls drawing on the lessons learned from the Project

B) Mid-term Review of Regional Programme on Improving Women's Human Rights in South-East Asia – CEDAW SEAP Phase II

- 1) Validate that the Programme's PMF is relevant and adequate for assessing progress towards and achievement of planned results at the output and outcome levels and that the PMF is being appropriately used to date.
- 2) Validate Programme assumptions and assess if these are appropriately captured in the PMF.
- 3) Assess whether the indicators and baseline data are appropriate to monitor progress on results

- 4) Assess progress being made toward the achievement of the results at the output, outcomes levels. Identify variances, gaps, challenges, unintended results and any new opportunities/factors that should be considered.
- 5) Assess if appropriate monitoring and reporting mechanisms are in place
- 6) Provide recommendations as appropriate

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.

The price schedule shall include the following items:

- Economy air fare for evaluators
- Accommodation for evaluators
- Professional fees of evaluators
- Overhead expenses
- Others (please identify)

10. Proposal currencies

All prices shall be quoted in US dollars and shall be exclusive of VAT.

11. Period of validity of proposals

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

In exceptional circumstances, the procuring UN WOMEN 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. Payment

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

D. Submission of Proposals

13. Your offer comprising of technical proposal and financial proposal, in separate e-mails, should reach the following address:

14. Email: [procurement.bangkok@UN WOMEN.org](mailto:procurement.bangkok@UNWOMEN.org); to the attention of Procurement Unit

15. Deadline for submission of proposals

Proposals must be received by the procuring UN WOMEN entity at the address specified no later than **11:59 p.m. on 26 July 2013 in Bangkok, Thailand's time.**

The procuring unit of UN WOMEN 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 UN WOMEN 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 UN WOMEN 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 UN WOMEN 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*.

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 unit will open the Proposals in the presence of a Committee of UN WOMEN.

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 1000 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Concept Note (CN).

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 the highest score.

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Management Plan Expertise of Firm / Organisation submitting Proposal	30%	300					
2.	Proposed Methodology Proposed Work Plan and Approach	50%	500					
3.	Resource Plan Personnel	20%	200					
Total			1000					

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

Criteria for Evaluation:

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Management Plan Expertise of organization submitting proposal							
1.1	Reputation of Organisation and Staff (Competence / Reliability)	60					
1.2	General Organizational Capability which is likely to affect implementation (i.e. strength of project management support e.g. project financing capacity and project management controls)	60					
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills).	30					
1.4	Quality assurance procedures, warranty	30					
1.5	Relevance of: <ul style="list-style-type: none"> - Specialized Knowledge - Experience on Similar Programme / Projects - Experience on Projects/training in the SEA Region - Work for ASEAN/other UN agencies/ major multilateral/ or bilateral programmes 	120					
		300					

Technical Proposal Evaluation Form 2			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
Proposed Methodology Proposed Work Plan and Approach								
2.1	To what degree does the Offeror understand the coordination aspects of the task?		50					
2.2	Have the important aspects of the task been addressed in sufficient detail?		100					
2.3	Does the proposal demonstrate experience in organizing training events of similar nature and scope?		75					
2.4	Does the proposed methodology address the objective to enhance the knowledge of the participants in women's human?		75					
2.5	Is the scope of tasks well defined and corresponding to the ToR?		100					
2.6	Is the sequence of activities logical, realistic and promise efficient implementation to the project?		100					
			500					

Technical Proposal Evaluation Form 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
Resource Plan Personnel								
3.1	Task Manager		100					
	Sub-Score							
	General Qualification		75					
	Suitability for the Project							
	- Familiarity / connections with relevant organizations and experts	10						
	- Knowledge of International Human Rights Law	25						
	- Professional Experience in the area of specialization as required by the ToR	25						
	- Knowledge of the ASEAN region	15						
	- Language Qualifications		15					
3.2	Task facilitators/ Coordinators		100					
	Sub-Score							
	General Qualification		60					
	Suitability for the Project							
	- International Experience	10						
	- Experience organizing / coordinating similar training workshops	25						
	- Professional Experience in the area of women human rights and gender equality	25						
	- Knowledge of the region	10						

Technical Proposal Evaluation Form 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
	- Language Qualifications	10						
	Total Part 3		200					
	70% of 1000pts = 700 pts needed to pass technical							

F. Award of Contract

22. Award criteria, award of contract

The procuring unit of UN Women 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 unit UN WOMEN 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.

ANNEX II: GENERAL CONDITIONS OF CONTRACT

1. LEGAL STATUS

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

2. SOURCE OF INSTRUCTIONS

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

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 UN WOMEN/UNDP.

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 UN WOMEN/UNDP for all sub-contractors. The approval of UN WOMEN/UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT

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

7. INDEMNIFICATION

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

8. 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 UN WOMEN/UNDP as additional insured;
- (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UN WOMEN/UNDP;
- (iii) Provide that UN WOMEN/UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

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

9. ENCUMBRANCES/LIENS

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

10. TITLE TO EQUIPMENT

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

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

11.1 Except as is otherwise expressly provided in writing in the Contract, the UN WOMEN/UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UN WOMEN/UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UN WOMEN/UNDP.

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

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

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

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UN WOMEN/UNDP OR THE UNITED NATIONS

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UN WOMEN/UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UN WOMEN/UNDP or the United Nations, or any abbreviation of the name of UN WOMEN/UNDP 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 UN WOMEN/UNDP, shall be treated as confidential and shall be delivered only to UN WOMEN/UNDP 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 UN WOMEN/UNDP, any information known to it by reason of its association with UN WOMEN/UNDP which has not been made public except with the authorization of UN WOMEN/UNDP; 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 UN WOMEN/UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UN WOMEN/UNDP 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, UN WOMEN/UNDP shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.3 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, UN WOMEN/UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

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

15.3 In the event of any termination by UN WOMEN/UNDP under this Article, no payment shall be due from UN WOMEN/UNDP 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, UN WOMEN/UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UN WOMEN/UNDP 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.

17. PRIVILEGES AND IMMUNITIES

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

18. TAX EXEMPTION

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

18.2 Accordingly, the Contractor authorizes UN WOMEN/UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UN WOMEN/UNDP before the payment thereof and UN WOMEN/UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UN WOMEN/UNDP 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 UN WOMEN/UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UN WOMEN/UNDP.

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 UN WOMEN/UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UN WOMEN/UNDP.

21. OBSERVANCE OF THE LAW

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

22. 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 UN WOMEN/UNDP unless provided by an amendment to this Contract signed by the authorized official of UN WOMEN/UNDP.



Terms of Reference

Evaluation of the Project on Regional Mechanisms to Protect the Human Rights of Women and Girls in Southeast Asia

1. Introduction

In accordance with the Evaluation Policy of UN Women and the principles of results-based management, The United Nations Entity for Gender Equality and the Empowerment of Women (UN Women) and the Canadian International Development Agency (CIDA) will undertake an evaluation of UN Women's project titled 'Regional Mechanisms to Protect the Human Rights of Women and Girls in Southeast Asia' funded by CIDA. The Project started in April 2010 and will end on 30 March 2014. The Evaluation aims to assess performance, results and effectiveness and provide recommendations for future directions to UN Women and CIDA in supporting ASEAN human rights mechanisms.

2. Project background and Context

In recent years, the Association of Southeast Asian Nations (ASEAN) has been developing its regional human rights mechanisms in accordance with Vientiane Action Plan (2004) and the ASEAN Charter that was adopted in 2007. The Charter provides for the creation of a regional human rights body, and the ASEAN Senior Officials Meeting of Foreign Ministries took decisive steps towards establishment of that body. A High Level Panel to draft a Terms of Reference (TOR) of the ASEAN Human Rights Body was set up in July 2008; it held consultations with stakeholders and finalized a TOR which was adopted by the ASEAN Foreign Ministers in July 2009. This human rights body named the ASEAN Intergovernmental Commission on Human Rights (AICHR) was inaugurated in October 2009 during the 15th ASEAN Summit with 10 representatives (one from each ASEAN member country) appointed.

The ASEAN also established, the ASEAN Commission on the Protection and Promotion of the Rights of Women and Children (ACWC), the provision for which was contained in the Vientiane Action Programme (VAP) signed in 2004 and the adoption of the ASEAN Charter gave an impetus to. ACWC was launched in April 2010 during the ASEAN Summit in Hanoi. Each of the ten ASEAN member States is represented by two representatives in the ACWC- One representing Women's Rights and another representing Child rights. Hence the ACWC has 20 members.

The project provides technical assistance to support the development of two ASEAN Human Rights bodies – the ASEAN Commission for the Promotion and Protection of Rights of Women and Children (ACWC) and the ASEAN Intergovernmental Commission on Human Rights (AICHR). In the implementation of this project, UN Women engages with the two ASEAN human rights bodies and sections of the ASEAN Secretariat supporting these human rights bodies. Other stakeholders include National Women's Machinery of the ASEAN Member States, the ASEAN Departments of the Ministries of Foreign Affairs and other entities that serve as the national secretariats that support the representatives to these human rights bodies.

UN Women also strengthens the capacity of national and regional civil society groups in Southeast Asia that are working on issues related to the ASEAN human rights mechanisms. Regional and national women's rights groups are supported to engage with the relevant ASEAN bodies and with the mainstream human rights organisations regarding women's rights issues. The Project also aims to promote effective cooperation between the ASEAN bodies, governments and civil society organizations.

The project focuses on regional processes however, targeted support is provided at national level to the AICHR, ACWC representatives and civil society organizations in selected countries in ASEAN (Thailand, Cambodia, Laos, Vietnam, Indonesia, Philippines,).

3. Evaluation Purpose

The purpose of this Evaluation is to evaluate whether the results envisaged at the project conception stage have been achieved. It will identify and analyse the enabling factors for the achievement of the results, and the challenges encountered during the project implementation. The evaluation will take into consideration the political, legal, social, economic and cultural context of ASEAN as the regional body, key milestones in the development of ASEAN human rights mechanisms that occurred during the project duration, and how the Project addressed the challenges and limitations that young human rights mechanisms address in implementing their mandates.

The evaluation will be important to the development of forward looking strategies and approaches to consolidate the understanding and implementation of CEDAW in the ASEAN region.

The evaluation's primary users will be UN Women, CIDA and for partners to continue the advocacy and technical support initiatives towards more effective protection and promotion of human rights of women and girls in the ASEAN drawing on the lessons learned from the Project.

Possible secondary users will be the ASEAN Member States and other development partners.

4. Evaluation scope and objectives

Timeframe

The evaluation will cover the overall life of the project (2010-2013). The evaluation will take into consideration changes in the context as well as key milestones in the history of the project.

Geographical coverage

The evaluation will take into account regional partners and stakeholders from all ten ASEAN Member States. However more focused attention will be given to stakeholders in Cambodia, Laos, Indonesia, Philippines, Thailand, and Vietnam. Intended participants in the evaluation include representatives of the AICHR, ACWC, ASEAN Secretariat and national secretariats, civil society organizations, governments i.e. National Human Rights Commissions, Ministry of Foreign Affairs, etc. and relevant UN agencies. Field visits will be carried out to selected countries which will be determined at the inception stage of the evaluation.

Substantive scope

The evaluation will analyse the relevance of the project conceptualisation as well as the impact, of the project. It will assess the effectiveness and efficiency of the administration and management of the project across all three main components, with particular attention to the immediate impact of the project through an examination of results achieved against planned results. The evaluation will assess the sustainability of the approaches employed for building and strengthening the understanding and implementation of CEDAW, including through consideration of ownership of the project objectives by stakeholders.

The evaluation should make an assessment of the extent to which the UN Women project has contributed to the alignment of women's rights concerns within the ASEAN human rights Mechanisms.

The evaluation will also assess the overall management of the Project and communications approaches.

Evaluation Objectives

In line with the overall purpose of the evaluation and taking into account the integration framework within which the project was implemented, the objectives of this assessment will be to:

1. Assess and validate the results of the programme, paying attention to an analysis of achievements, outlining the factors which contributed to the results achieved;
2. Identify gaps and their causes, if any, in attaining the projected results;

3. Analyze lessons learned on both substantive and programme management issues, specifically broader learning for UN Women's approach in working with ASEAN human rights bodies.
4. Provide directions / specific recommendations to UN Women, CIDA and other potential donors for a possible next phase of the project (internal document)
5. To propose a forward looking knowledge product for ASEAN Stakeholders on effective protection and promotion of human rights of women and girls drawing on the lessons learned from the Project

5. Evaluation questions

The evaluation should answer the following questions:

Progress towards / achievement of results

- a. Assess progress made toward the achievement of the results at the output, outcomes levels. Identify variances, gaps, challenges, unintended results and any new opportunities/factors that should be considered for a potential next phase.
- b. Assess whether the indicators and baseline data were appropriate to monitor progress on results;
- c. Assess if appropriate monitoring and reporting mechanisms were put in place in the project.

Relevance of results and appropriateness of the Project interventions

- a. Were the results (output, outcome levels) attained or planned results, consistent with the needs and priorities identified by the AICHR and ACWC, their secretariat, NHRIs and civil society gender equality advocates?
- b. Were the expected results, methodologies, implementation mechanisms, strategies and activities based on a sound understanding and analysis of partner and stakeholder capacities/gender equality-women's rights capacities (individual and organizational/institutional)?
- c. Were the capacity-building activities appropriate? To what extent did the Project improve the capacity of stakeholders to promote gender equality and protect WHR
- d. Was the support and engagement with the civil society networks and organizations¹ appropriate and sufficient to achieve expected results?
- e. Was there appropriate relationship building and trust with ASEAN human rights bodies, their secretariats and civil society organizations sufficient and did this result in achievement of planned results?
- f. To what extent were project partners and stakeholders satisfied with the results aimed at building the capacity to promote and protect human rights of women and promote gender equality? What could have done differently and how? What is the progress being made towards their achievement? Were the roles played by these project stakeholders appropriate? Were the right levels of engagement targeted? Was the Project support to stakeholders appropriate? To what extent the consultations of ASEAN bodies with stakeholders were achieved?
- g. Assess the effectiveness of the risk mitigation strategies. Were these appropriately reflected in project activities and internal monitoring mechanisms? Are project objectives and expected results suited to the changing needs of programme countries in ASEAN and the ASEAN region overall?
- h. Assess how the project was able to (or not able to) focus initiatives especially on girls and what could be been strengthened, especially in the context of potentially developing another phase of the project.

Sustainability of results

- a. Is there evidence that Project stakeholders were committed to achieving Project outcomes and were in agreement with the methodologies used?
- b. Were the project sustainability plans/strategies effective given the project's scope, resources and timeframe?

¹ e.g. both with gender equality and mainstream human rights networks and organizations

- c. What was the level of ownership of counterparts to the project, including project activities, project priorities, strategic developments and budget allocation?
- d. What were the major factors that influenced the achievement or non-achievement of sustainability of the project interventions?

Partnership with other stakeholders especially UN agencies and other Development Partners and key CSOs?

- a. Has there been active and inclusive participation of project stakeholders and partners in work planning, design of activities, implementation, and monitoring of activities? Were consultation processes adequate?
- b. Was there a clear definition, understanding and acceptance of the roles and responsibilities of Project participants for achieving results?
- c. Were stakeholders providing their inputs in an efficient, effective and timely manner?
- d. How was a climate of trust with civil society supported?
- e. What was the working relationship between the UN Women and the Project stakeholders, partners, including UNICEF, OHCHR, and UNDP?
- f. *Were the partners and stakeholders selected appropriate? Are there other partners who could be involved in the project activities for potential future programming?*

Appropriateness of resource utilization

- a. Are resources used efficiently in achieving the intended and achieved change?
- b. Were the project objectives achieved on time?
- c. Was the project implemented in the most time and cost efficient manner compared to alternatives?
- d. Was enough flexibility built within the project to adjust to the changing environment?

Informed and timely action

- a. Did the Project take appropriate action to manage risks and deal with unexpected opportunities and challenges?
- b. Did UN Women respond effectively and in a timely manner to Project challenges and opportunities? What could be done differently for future programming, especially for a potential next phase of the project?

Visibility of the project

- a. What was the degree of visibility attained by the project for UN Women and CIDA/Canada

Effectiveness of the Project

- a. What were the direct and indirect changes that took place as a result of the project?
- b. To what extent did the design and implementation of project activities contribute toward the results achieved?
- c. What were the major factors that influenced the achievement or non-achievement of the objectives/results?
- d. Are there unintended results?
- e. What mechanisms were in place in order to ensure project accountability, including budget accountability, and how effective were they?
- f. Does the project coordinate effectively with project stakeholders? Are synergies effectively built?
- g. To what extent is the project adding value to existing programmes on gender equality and women's empowerment and building linkages?
- h. What affect the regional based approach of the project had on the project as a whole versus implementing the components on an individual country by country approach?

Impact

- a. How have the capacities of project stakeholders changed as a result of the project?

- b. Can the results identifiable in the commitment to and implementation of CEDAW-related work be attributed to the project intervention?

6. Evaluation process and methods

The evaluation should be carried out using a range of methodologies including document review, stakeholder interviews, questionnaires and focus groups. The methodology will be designed by the evaluation team in consultation with the evaluation management group. The evaluation will be carried out by a Consultancy firm, in conformity with the UN Women Evaluation Policy and the UNEG guidelines, particularly the “handbook for integrating human rights and gender equality perspectives in evaluation in the UN system”.

UN Women will manage this evaluation, in consultation with CIDA. The latter will be asked to comment on the proposed terms of reference. Early on, consultations will clarify the commitments, responsibilities and expectations of CIDA, UN Women, appropriate counterparts and the evaluation team.

a. Preparation of the Work plan

Once selected, the Consultant firm will prepare a work plan that will operationalize and direct the evaluation. Once agreed upon with UN Women the work plan will serve as the agreement between parties on how the evaluation is carried out.

The work plan will refine and elaborate on the information presented in these terms of reference to bring greater precision to the planning and design of Evaluation. It shall be based on a preliminary review of the documentation, discussions with key stakeholders (CIDA, UN Women, Partners in the field, etc.), literature review, etc.

b. Data Collection and Field Mission (evaluation methodology)

The Evaluation will use mix methods of data collection and will (not limited to) the following: review of project documents, annual progress reports to CIDA, PSC minutes, Mid Term Review report, activity reports, and monitoring reports and will be complemented by discussions with key stakeholders, Regional and Country offices of UN Women. The field missions will be carried out in at least 3 selected countries of ASEAN.

UN Women country offices and CIDA field personnel are to be briefed by the Evaluation team on arrival and prior to departure.

Data collection will be executed according to the approved work plan identifying clearly countries to be visited, sites/projects/sub-projects to be documented (using methods defined in work plan), how the data will be collected, documents to be gathered, etc.

7. Evaluation products (deliverables)

- a) The evaluation team will deliver the following in English:
- b) Work plan and budget which should detail out proposed methods; proposed sources of data; and data collection procedures, a schedule of tasks, activities and deliverables, responsibilities of members of the evaluation team for each task or product. The plan should further identify the site visits and elaborate the selection criteria for those sites selected.
- c) A proposed table of contents for the Evaluation report.
- d) De briefing in the field to validate preliminary data
- e) Draft evaluation report – Parts 1 and 2– should be presented to UN Women and CIDA
- f) Final evaluation report- Parts 1 and 2

The evaluation team will be expected to prepare the Evaluation Report in two parts- an executive summary which should be in the form a knowledge product on lessons learnt in the project.² This Executive summary will be disseminated to an external audience. The second part should be a full evaluation report which will be used for internal purposes of CIDA and UN Women to inform a potential next phase of the programme. The evaluation team will be entirely responsible for the quality of the final report and will be responsible for

² The summary of lessons learnt will be the only document which will be disseminated to an external audience keeping in mind the political and other sensitivities involved in dealing with the inter governmental processes.

accurately representing and consolidating the inputs of the team members, stakeholders and CIDA staff in the final report.

CIDA and UN Women will provide comments within two weeks of receipt of the draft report. Comments may be reproduced verbatim in an annex to the report if substantive disagreements about facts that can be verified have not been resolved.

8. Project Management and Administration

The project is being executed under the administrative and technical supervision of UN Women Regional Office for Asia and the Pacific following UN Women rules and regulations. A project management team has been established in the Regional Office in Bangkok that has function of managing this specific project along with another regional project and maintains oversight on all financial transactions, contracts and project activities conducted by the UN Women country offices. UN Women Regional Evaluation Specialist will provide technical support to the evaluation process.

The Project has a Project Steering Committee (PSC) which consists of UN Women and CIDA representatives. It meets at least once a year to review progress of the Project, approve annual work plan and provide recommendations to UN Women on overall project implementation and results.

A Mid Term review of the project was undertaken in January 2012 and the recommendations resulted in the revision of the Performance Measurement Framework, and adjustment of the work plan. The project duration has been extended by 15 months from the original end date of 30 Dec 2012 to 30 March 2014.

The Project's Performance Measurement Framework (PMF) and Logic Model (LM) are presented as an Annex to these TOR.

9. Evaluation team composition and required competencies

The evaluation firm will form an evaluation team consist of two to three persons, a team leader, and one or two team members who should have the following competencies and skills.

Skills and Competencies:

Position	Education	Professional Experience	Skills
Evaluation Team Leader	Advance University Degree in Social Science, Public Administration, Management or related fields	<ul style="list-style-type: none"> ▪ At least 10 years of experience in programme management and evaluation ▪ Demonstrated experience in evaluations of projects on gender equality and human rights ▪ Experience in complex, politically sensitive, multi-country programme evaluations, in the development field and with international organizations (at least 8 evaluations of which at least in two as team leader) ▪ Experience in Southeast Asia, familiarity with the ASEAN ▪ Familiarity with issues of 	<ul style="list-style-type: none"> ▪ Excellent inter-personal and communication skills ▪ Excellent written and spoken English and presentational capacities ▪ Excellent RBM knowledge and skills ▪ Extensive knowledge of qualitative and quantitative evaluation methods ▪ Knowledge of the UN system a strong asset ▪ Past experience in writing politically sensitive evaluation reports

Position	Education	Professional Experience	Skills
		human rights and gender equality in Southeast Asia;	
Evaluation Team member	Advance University Degree in Social Science, Human Rights Law, Social Anthropology or related fields	<ul style="list-style-type: none"> ▪ At least 7 years of experience in research and/or project management in Southeast Asia, ▪ Familiarity with the ASEAN, Work experience with international organizations and inter-governmental bodies in the above mentioned fields 	<ul style="list-style-type: none"> ▪ Good communication and drafting skills ▪ Knowledge of evaluation methods ▪ Excellent spoken and written English

10. Evaluation ethics

Evaluations in the UN will be conducted in accordance with the principles outlined in both UNEG Norms and Standards for Evaluation in the UN System and by the [UNEG 'Ethical Guidelines for Evaluation'](#). These documents will be attached to the contract. Evaluators are required to read the Norms and Standards and the guidelines and ensure a strict adherence to it, including establishing protocols to safeguard confidentiality of information obtained during the evaluation.

11. Projected Level of Effort (to be negotiated with the Evaluation team)

Tasks	Number of days
A) Document analysis and consultation with UN Women	
B) Draft Work plan preparation	
C) Revision and final Work plan revision	
D) Data collection and analysis	
<ul style="list-style-type: none"> ▪ in home country 	
<ul style="list-style-type: none"> ▪ field (including travel time, PMF workshop and debriefs) 	
E) Report preparation	
<ul style="list-style-type: none"> ▪ Draft Evaluation Report ▪ Revision of Final Evaluation Report and Executive Summary 	
E) Presentation	
Total	



Terms of Reference

Mid-term Review of Regional Programme on Improving Women’s Human Rights in South-East Asia – CEDAW SEAP Phase II

1. Introduction

In accordance with the principles of results-based management, UN Women will undertake a Mid-Term Review (MTR) of the UN Women’s Programme called ‘Regional Programme on Improving Women’s Human Rights in South-East Asia – CEDAW SEAP Phase II’ to assess its performance, results and effectiveness to date.

2. Project background and Context

The project aims to promote, through continuous dialogues and capacity development, policy and programmatic measures to ensure compliance by State Parties with the obligations set out in the Convention on the Elimination of All Forms of Discrimination against Women (CEDAW). The project also aimed to build an awareness of the centrality of CEDAW compliance to the achievement of the MDGs.

In the context of the political commitment to regional integration in the political, economic, social and cultural spheres under the ASEAN umbrella, the programme advances and facilitates regional processes for knowledge generation and exchange, stock taking at national and regional levels for furthering implementation of CEDAW in the region. The programme focuses on deepening awareness, knowledge of CEDAW among governments and civil society. This enhanced understanding and better knowledge is expected to translate into the continued incorporation of CEDAW principles in laws, policies and programmes. The Programme also focuses work with the justice system actors to use the Convention to provide better access to justice for women. A final aim of the programme is to support countries in South East Asia region in strengthening their accountability mechanisms to report on achievement of gender equality using the CEDAW Convention; including strengthening monitoring and reporting systems. The Programme supports regional peer-learning for governments and NGOs in collaboration with existing regional institutions or encourages the formation of new networks and forums.

Targeted support is provided to the following countries in South East Asia: Thailand, Cambodia, Laos, Vietnam, Indonesia, Philippines, Timor Leste. Myanmar was added in October 2012. The programme initiatives are linked with the ongoing activities in the project UN Women’s Project on Regional Mechanisms to Protect the Human Rights of Women and Girls in Southeast Asia; which works with two key ASEAN Human Rights Bodies.

3. Purpose of the Mid Term Review

The purpose of this MTR is to assess progress being made on the planned results achieved to date and to validate the appropriateness of the Project Monitoring Framework (PMF), Logic Model (LM), assumptions, risks, baseline, methodology, implementation strategies and approaches described in the Programme Implementation Plan.

The review should provide guidance to the strategic direction of the programme, i.e. “which strategies should be emphasized and which are less useful?” “Which stakeholders are showing the most progress and in which areas (and highlight success stories and areas for improvement in a sensitive manner)?” “What should be revised or adjusted?”

The MTR will provide recommendations for adjustments/refinements or new approaches as required in support of findings and accountability for performance. The findings of the mid-term review will contribute to better informed decision-making, foster an environment of learning.

The MTR's primary users will be UN Women, CIDA and implementing partners and stakeholders such as member states governments and civil society organizations in South East Asia, ASEAN Stakeholders. It is expected that the MTR recommendations will be incorporated in project implementation for a more effective protection and promotion of human rights of women and girls in the South East Asia drawing on the lessons learned from the Project

4. Scope and objectives of the Mid Term review

Timeframe

The MTR will address work done since April 2011 – August 2013. The MTR will take into consideration changes in the context as well as key milestones in the history of the project.

Geographical coverage

The MTR will cover all the countries which are part of this regional project (Cambodia, Indonesia, Lao PDR, Myanmar, Philippines Thailand, Timor Leste, Vietnam,) and reach out to all principal stakeholders at national and regional levels, i.e. all the governments, women's groups and other CSOs and relevant UN agencies. Field visits will be carried out to selected countries which will be determined at the inception stage of the MTR.

Substantive scope

The MTR will analyse the impact, relevance, effectiveness, efficiency of all 3 main components of the project (outcomes) in terms of results achieved against planned outcomes and outputs, ownership of stakeholders, and sustainability of the action, both financial and organizational.

The MTR must also consider the overall management structure and communication (both internal and external) and make relevant recommendations for improvement.

Objectives of the MTR

In line with the overall purpose of the Mid Term review the objectives of this assessment will be:

6. Assess progress towards achievement of results, relevance of results achieved and appropriateness of strategy and approaches, assess sustainability of results achieved.
7. Identify and analyze lessons learned on both substantive and programme management issues, specifically broader learning for UN Women's approach and make recommendations for the remaining term of the programme

5. Mid Term Review questions

In line with UNEG Guidelines and UN Women Evaluation Guidance Notes, the MTR team will explore and report on the following.

Progress towards / achievement of results

- a. Validate that the Programme's PMF is relevant and adequate for assessing progress towards and achievement of planned results at the output and outcome levels and that the PMF is being appropriately used to date.
- b. Validate Programme assumptions and assess if these are appropriately captured in the PMF.
- c. Assess whether the indicators and baseline data are appropriate to monitor progress on results
- d. Assess progress being made toward the achievement of the results at the output, outcomes levels. Identify variances, gaps, challenges, unintended results and any new opportunities/factors that should be considered.
- e. Assess if appropriate monitoring and reporting mechanisms are in place
- f. Provide recommendations as appropriate

Relevance of results and appropriateness of Programme strategy and approaches

- a) To what extent have the results (output, outcome levels) been attained to date,

- b) Are the actual and planned results consistent with the needs and priorities identified by UN Women regional and country offices and other stakeholders ? Are the planned results realistic based on information and analysis available at this stage?
- c) Assess the appropriateness of the Programme expected results, , implementation mechanisms, strategies, approaches and identified activities in support of the achievement of the Programme's expected results
- d) Are these expected results, implementation mechanisms, strategies and activities based on a sound understanding and analysis of partner and stakeholder capacities/gender equality-women's rights capacities (individual and organizational/institutional)? Are the capacity-building activities and plans appropriate for building the required capacities?
- e) Is the engagement (current and planned) of the civil society networks and organizations³, women's groups, related justice sector and other government ministries, institutions including NHRIs, sufficient to achieve expected results?
- f) To what extent are Programme partners and stakeholders satisfied with the results achieved so far, or the progress being made towards their achievement? To what extent is the Programme improving the capacity of stakeholders to promote gender equality?⁴
- g) Assess the relevance of the Programme's risk register, and the effectiveness of the risk mitigation strategies. Are these appropriately reflected in Programme activities and internal monitoring mechanisms?
- h) Assess areas where results are not likely to be achieved and make recommendations.

Sustainability of results

- a) Is there evidence that :
 - Programme stakeholders are committed to achieving programme outcomes and are in agreement with the methodologies used by the Programme to do so?
 - There is or will be commitment of sufficient human and financial resources by Programme partners/stakeholders to sustain benefits/results?
- b) Assess the effectiveness of Programme sustainability plans/strategies given the Programme's scope, resources and timeframe.

Partnership

- a) Has there been, and does there continue to be, as appropriate, active and inclusive participation of Programme stakeholders and partners in work planning, design of activities, implementation, and monitoring of activities? Are consultation processes adequate, does more need to be done? If yes, what are the recommendations?
- b) Is there a clear definition, understanding and acceptance of the roles and responsibilities of Programme participants for achieving results?
- c) Are stakeholders providing their inputs in an efficient, effective and timely manner?
- d) Assess the working relationship between the UN Women and the Programme stakeholders/partners, including other UN agencies working on the issue.

Institutional structure and programme management

- a) Examine project management arrangements to ascertain the efficiency of the institutional arrangements at regional and project office levels for efficient delivery of the project.
- b) Is there sufficient coordination, communication and monitoring? What improvements need to be put in place in the remaining project duration?

Appropriateness of resource utilization

- a) Assess whether CIDA's financial contribution is appropriately allocated throughout the Programme and if not, provide recommendations to improve allocation of funds.

Informed and timely action

- a) Does the Programme take appropriate action to manage risks and deal with unexpected opportunities and challenges?
- b) Does CIDA respond effectively and in a timely manner to Programme challenges and opportunities?

Visibility of the Programme

- a) Get a sense of the degree of visibility the Programme has (UN Women and CIDA/Canada), and provide suggestions for improvement

³ e.g. both with gender equality and mainstream human rights networks and organizations

⁴ This question must be asked in all outcomes

6. Mid-Term Review Process and methodology

The mid term review is expected to be carried out by a consultancy firm. The MTR will be carried out by using a combined approach, including participatory methods. Methodology will be designed by the MTR team (in the consultancy firm) in consultation with the UN Women respective unit. The MTR will be carried out by a Consultancy firm, in conformity with the UN Women Evaluation Policy and the UNEG guidelines, particularly the “handbook for integrating human rights and gender equality perspectives in evaluation in the UN system”.

UN Women will manage this MTR, in consultation with CIDA. The latter will be asked to comment on the proposed terms of reference. Early on, consultations will clarify the commitments, responsibilities and expectations of CIDA, UN Women, appropriate counterparts and the MTR team

6.1 Preparation of the Work plan

The MTR team will prepare a work plan that will operationalize and direct the mid-term review. Once agreed upon with UN Women and CIDA, the work plan will serve as the agreement between parties on how the mid-term review is carried out.

The work plan will refine and elaborate on the information presented in these terms of reference to bring greater precision to the planning and design of the mid-term review. It shall be based on a preliminary review of the project documentation, discussions with key stakeholders (CIDA, UN Women, literature review, etc.

The methodology section will describe and explain the mid-term review methodology, processes and discuss how the methodology will ensure the reliability and validity of findings.

6.2 Data Collection and Field Mission

Data collection will be executed according to the approved work plan identifying clearly countries to be visited, sites/projects/sub-projects to be documented (using methods defined in work plan), how the data will be collected, documents to be gathered, etc.

Stakeholder and partner participation is fundamental to this mid-term review. The mid-term review will provide for active and meaningful involvement of key stakeholders as appropriate (e.g. institutional partners, government representatives, national and local civil society).

Methodology: The review will be undertaken through a desk review, complemented by field mission. A generic questionnaire may also be used to sample stakeholders, followed by one-on-one discussions with selected interviewees in sample countries.

The MTR team will share the draft and final findings with UN Women.

7. Deliverables

The MTR team will deliver the following in English:

- a) Work plan and budget which should detail out proposed methods; proposed sources of data; and data collection procedures, a schedule of tasks, activities and deliverables, responsibilities of members of the MTR team for each task or product. The plan should further identify the site visits and elaborate the selection criteria for those sites selected.
- b) A proposed table of contents for the MTR report.
- c) The MTR team will prepare a mid-term review report that describes the review and puts forward findings⁵, results and lessons learned. The MTR team is entirely responsible for the quality of the final report and is responsible for accurately representing and consolidating the inputs of the team members, stakeholders and CIDA staff in the final report.
- d) De briefing in the field to validate preliminary data

UN Women will provide comments within two weeks of receipt of the draft report. Comments will also be sought from CIDA on the draft report. Comments may be reproduced verbatim in an annex to the report if

⁵ The report shall present the finding disaggregated by sex whenever possible.

substantive disagreements about facts that can be verified have not been resolved or that the MTR team did not investigate and change the draft where necessary.

8. Project Management and Administration:

The Programme is being executed under the administrative and technical supervision of the Regional Office for Asia and the Pacific of UN Women, under UN Women rules and procedures. A Programme management team has been established in Bangkok, and maintains oversight on all financial transactions, contracts and Programme activities conducted by the relevant UN Women country offices.

The Programme has a Programme Steering Committee (PSC) which consists of UN Women and CIDA representatives. It meets at least once a year to review progress of the Programme, approve annual work plan and provide recommendations to UN Women on overall Programme implementation and results.

The Project Performance Measurement Framework (PMF) and Logic Model (LM) are presented as an Annex to this TOR.

9. MTR team composition and required competencies

The chosen firm will form an MTR team, which should consist of two or three persons, a team leader, and one or more team members.

Skills and Competencies

Position	Education	Professional Experience	Skills
MTR Team Leader	Advance University Degree in Social Science, Public Administration, Management or related fields	<ul style="list-style-type: none"> ▪ At least 10 years of experience Demonstrated experience in evaluations and midterm reviews of projects on gender equality and human rights ▪ Previous experience with the type of mid-term review mandate considered in the present terms of reference ▪ Experience in multi-country programme evaluations, possibly in the development field and with international organizations (at least 8 evaluation of which at least two as team leader) ▪ Experience in Southeast Asia, familiarity with the ASEAN, Institutional Assessment Experience; ▪ Familiarity with issues of human rights and gender equality in Southeast Asia; 	<ul style="list-style-type: none"> ▪ Excellent inter-personal and communication skills ▪ Excellent written and spoken English and presentational capacities ▪ Extensive knowledge of qualitative and quantitative evaluation methods ▪ Knowledge of the UN system a strong asset ▪ <i>Experience in using RBM in evaluating projects</i>
MTR Team member	Advance University Degree in Social Science, Human Rights Law, Social Anthropology or related	<ul style="list-style-type: none"> ▪ At least 7 years of experience in research and/or project 	<ul style="list-style-type: none"> ▪ Good communication and drafting skills

Position	Education	Professional Experience	Skills
	fields	management in Southeast Asia, <ul style="list-style-type: none"> ▪ Experience in Southeast Asia, familiarity with the evaluation in SEA ▪ Work experience with international organizations and inter-governmental bodies in the above mentioned fields 	<ul style="list-style-type: none"> ▪ Knowledge of evaluation methods ▪ Excellent spoken and written English

Ethics

Evaluations in the UN will be conducted in accordance with the principles outlined in both UNEG Norms and Standards for Evaluation in the UN System and by the [UNEG 'Ethical Guidelines for Evaluation'](#). These documents will be attached to the contract. Reviewers are required to read the Norms and Standards and the guidelines and ensure a strict adherence to it, including establishing protocols to safeguard confidentiality of information obtained during the Mid Term Review.

10. Projected Level of Effort (to be negotiated with the MTR team)

Tasks	Number of days
A) Document analysis and consultation with UN Women	
B) Draft Work plan preparation	
C) Revision and final Work plan revision	
D) Data collection and analysis	
<ul style="list-style-type: none"> ▪ in home country ▪ field (including travel time, PMF workshop and debriefs) 	
E) Report preparation	
<ul style="list-style-type: none"> ▪ Draft MTR Report ▪ Revision of Final MTR Report and Executive Summary 	
E) Presentation	
Total	