#### INDIVIDUAL CONSULTANT PROCUREMENT NOTICE



Date: 6<sup>th</sup> August 2020 Ref #: UNDP-IC-2020-249

JTN:13767

Country: <u>Pakistan</u>

Description of the assignment: Individual Contract: National Consultant to Support Team Leader for Terminal Evaluation

Project name: Sustainable Land Management to Combat Desertification in Pakistan

**Period of assignment/services (if applicable):** The duration of the assignment will be **51 working days till 13<sup>th</sup> Nov 2020** with effect from the date of signing of the contract

Important Note: Final selected IC will be required to provide a statement of health certificate along with proof of health insurance.

**Duty Station:** Islamabad and Home based

Please submit your Technical and Financial proposals via email to the following address:

bids.pk@undp.org no later than 20<sup>th</sup> August 2020 at 12:30 PM (Pakistan Standard Time). Hand Delivery is not acceptable.

Important note for email submissions: Please put <u>"UNDP-IC-2020-249-"</u> National Consultant to Support Team Leader for Terminal Evaluation" in the subject line. Further, our system will not accept emails those are more than 30 MB size. If required, segregate your emails to accommodate email data restrictions. For segregated emails please use sequence of emails like Email 1, Email 2 .... in the subject line. For attachment purposes please only use MS Word, Excel, Power Point or PDF formats.

If you request additional information, please write to <a href="mailto:pakistan.procurement.info@undp.org">pakistan.procurement.info@undp.org</a>. The team will provide necessary information within due date. However, any delay in providing such information will not be considered a reason for extending the submission date of your proposal. All/any query regarding the submission of the proposal may be sent prior to the deadline at the e-mail/address mentioned above.

**Important Note:** Your financial proposal must be password protected file. You will be requested to provide the password of your financial proposal if you pass technical evaluation with minimum 70% score.

In accordance with UNDP and GEF M&E policies and procedures, all full- and medium-sized UNDP-supported GEF-financed projects are required to undergo a Terminal Evaluation (TE) at the end of the project. This Terms of Reference (ToR) sets out the expectations for the TE of the medium-sized project titled "Sustainable Lane Management to Combat Desertification in Pakistan (PIMS# 4593)" implemented through Ministry of Climate Change. The project started on July 2015 and is in its fifth year of implementation. The TE process must follow the guidance outlined in the document 'Guidance for Conducting Terminal Evaluations of UNDP-Supported, GEF-Financed Projects' (Guidance for Terminal Evaluations of UNDP-supported GEF-financed Projects).

# 1. PROJECT BACKGROUND AND CONTEXT

Programme Period: 60 months
Total resources required: USD 3,791,000

Total allocated resources:

GEF
 Co-financing
 Government
 UNDP
 USD
 14,231,312
 UNDP
 CBOs
 USD
 1,500,000
 USD
 2,349,425

The proposed SLM programme is an umbrella programme that will facilitate the federal and provincial governments in implementation of the UNCCD, alignment of Pakistan's NAP and taking on-theground measures that will help in meeting the obligations of the above-mentioned international conventions. Pakistan's upscaling SLM Programme (2014-15 – 2019-20) will support implementation of UNCCD, CBD and UNFCCC and provide global benefits required to achieve objectives of these conventions. The programme is largely designed as an SLM investment programme based on the premise that maintaining function and flow of dryland ecosystem services would provide a development pathway that ensures. Sustainable management of land and natural resources in the arid and semi-arid regions. This programme will target 14 dryland districts through the application of climate resilient SLM methods and technologies using integrated approaches that cover an area of 800,000 hectares. A legal basis for land use planning will be established making land management decision making more informed and adaptive. This will balance competing environmental, social and economic objectives to improve the sustainability of land management. The programme will mobilize a large baseline investment by the federal and provincial governments to support implementation of SLM practices at wider scale across the target areas, thus transforming land use. It will facilitate the generation of community level SLM funds and other means to incentivize rural farmers to adopt SLM practices. The programme will also put in place an effective and comprehensive decision-support system for planning, monitoring and adapting climate resilient SLM at the provincial and district levels. Further it will support the documentation of lessons learnt, linking SLM actions to climate change adaptation and build capacities of provincial and local government functionaries and local communities to advance SLM. Improved SLM practices and technologies will maintain or improve the flow of agro-ecosystem services to sustain the livelihoods of local communities.

The upscaling phase of SLM programme will build on the institution model which has been successfully tested during pilot phase of the project. It will develop a partnership between the Government of Pakistan & Provinces with International donor agencies, like GEF and UNDP to combat desertification and mitigate impacts of drought. The proposed programme will undertake large-scale landscape level climate resilient and indicator-based SLM interventions in 14 dryland districts of Punjab, Sindh, Baluchistan, & Khyber Pakhtunkhwa covering more than 244 villages. There will be three main outcomes of the project and activities under these outcomes will build on the experiences and up-scale the results of the pilot phase.

Outcome 1. Strong enabling environment at national and provincial levels supports upscaling of SLM practices

Outcome 2. Effective, targeted, and adaptive implementation of SLM Land Use Planning & Decision Support System

Outcome 3. On-the-ground implementation of climate-resilient SLM activities is up-scaled across landscapes

Since February 2020 due to COVID-19 pandemic in the country which badly effect project implementation and further to government strict lockdown project overall activities at halt and could not be completed in 1st and 2nd quarter 2020 which resulted slow progress and low delivery of the project.

# 2. TE PURPOSE

The TE report will assess the achievement of project results against what was expected to be achieved and draw lessons that can both improve the sustainability of benefits from this project, and aid in the overall enhancement of UNDP programming. The TE report promotes accountability and transparency, and assesses the extent of project accomplishments.

# 3. TE APPROACH & METHODOLOGY

The TE report must provide evidence-based information that is credible, reliable and useful.

The TE team will review all relevant sources of information including documents prepared during the preparation phase (i.e. PIF, UNDP Initiation Plan, UNDP Social and Environmental Screening Procedure/SESP) the Project Document, project reports including annual PIRs, project budget revisions, lesson learned reports, national strategic and legal documents, and any other materials that the team considers useful for this evidence-based evaluation. The TE team will review the baseline and GEF focal area Core Indicators/Tracking Tools submitted to the GEF at the CEO endorsement and midterm stages and the terminal Core Indicators/Tracking Tools that must be completed before the TE field mission begins.

The TE team is expected to follow a participatory and consultative approach ensuring close engagement with the Project Team, government counterparts (the GEF Operational Focal Point), Implementing Partners, the UNDP Country Office(s), the Regional Technical Advisor, direct beneficiaries and other stakeholders.

Engagement of stakeholders is vital to a successful TE. Stakeholder involvement should include interviews with stakeholders who have project responsibilities, including but not limited to Ministry of Climate Change, Ministry of National Food Security and Research, Planning Commission of Pakistan, Pakistan Agriculture Research Council, National Agriculture Research Centre, PCRWR, Plant protection Departments, Provincial Forest Departments, Provincial Planning and Development Departments etc.; Executing Agencies, Senior Officials and task team/ component leaders, key experts and consultants in the subject area, Project Board, project stakeholders, academia, local government and CSOs, etc. Additionally, the TE team is expected to conduct field missions and meet with the local communities if permitted by UNDP as per the SOPs under COVID-19 pandemic.

The specific design and methodology for the TE should emerge from consultations between the TE team and the above-mentioned parties regarding what is appropriate and feasible for meeting the TE purpose and objectives and answering the evaluation questions, given limitations of budget, time and data. The TE team must use gender-responsive methodologies and tools and ensure that gender equality and women's empowerment, as well as other cross-cutting issues and SDGs are incorporated into the TE report.

Engagement of stakeholders is vital to a successful Final Evaluation. Stakeholder involvement should include (where possible, given the COVID situation) surveys/questionnaires, focus groups, interviews with stakeholders who have project responsibilities, including but not limited to executing agencies, senior officials and task team/component leaders, key experts and consultants in the subject area, Project Steering Committee, project stakeholders, local government, CSOs, project beneficiaries, etc. If not all stakeholders are available to engage virtually, this must be documented in the Interim Evaluation report.

Data collection will be used to validate evidence of results and assessments (including but not limited to: assessment of Theory of Change, activities delivery, and results/changes occurred).

The final Evaluation report should describe the full evaluation approach taken and the rationale for the approach making explicit the underlying assumptions, challenges, strengths and weaknesses about the methods and approach of the review. The final report must also describe any limitations encountered by the Evaluation team during the evaluation process, including limitations of the methodology, data collection methods, and any potential influence of limitation on how findings may be interpreted, and conclusions drawn. Limitations include, among others: language barriers, inaccessible project sites (due to travel restrictions because of COVID), issues with access to data or verification of data sources, issues with availability of interviewees, methodological limitations to collecting more extensive or more representative qualitative or quantitative evaluation data, deviations from planned data collection and analysis set out in the ToR and Inception Report, etc. Efforts made to mitigate the limitations should also be included in the Interim Evaluation report.

The final methodological approach including interview schedule, field visits and data to be used in the evaluation must be clearly outlined in the TE Inception Report and be fully discussed and agreed between UNDP, stakeholders and the TE team.

As of 11 March 2020, the World Health Organization (WHO) declared COVID-19 a global pandemic as the new coronavirus rapidly spread to all regions of the world. Travel to the country although not restricted and travel in the country is well but to follow UNDSS SOPs for domestic travels which may not permit UNDP contract holder to travel. If it is not possible to travel within the country for the TE mission then the TE team should develop a methodology that takes this into account the conduct of the TE virtually and remotely, including the use of remote interview methods and extended desk reviews, data analysis, surveys and evaluation questionnaires. This should be detailed in the TE Inception Report and agreed with the Commissioning Unit.

If all or part of the TE is to be carried out virtually then consideration should be taken for stakeholder availability, ability or willingness to be interviewed remotely. In addition, their accessibility to the internet/computer may be an issue as many government and national counterparts may be working from home. These limitations must be reflected in the final TE report.

If a data collection/field mission is not possible then remote interviews may be undertaken through telephone or online (skype, zoom etc.). International consultants can work remotely with national evaluator support in the field if it is safe for them to operate and travel. No stakeholders, consultants or UNDP staff should be put in harm's way and safety is the key priority.

The final report must describe the full TE approach taken and the rationale for the approach making explicit the underlying assumptions, challenges, strengths and weaknesses about the methods and approach of the evaluation.

# 4. DETAILED SCOPE OF THE TE

The TE team will assess the following four categories of project progress. See the (<u>Guidance for Terminal Evaluations of UNDP-supported GEF-financed Projects</u> for extended descriptions, and this guide should be used in the course of the TE exercise.

# i. Project Strategy

# Project design:

- Review the problem addressed by the project and the underlying assumptions. Review the effect of
  any incorrect assumptions or changes to the context to achieving the project results as outlined in the
  Project Document.
- Review the relevance of the project strategy and assess whether it provides the most effective route towards expected/intended results. Were lessons from other relevant projects properly incorporated into the project design?
- Review how the project addresses country priorities. Review country ownership. Was the project concept in line with the national sector development priorities and plans of the country (or of participating countries in the case of multi-country projects)?
- Review decision-making processes: were perspectives of those who would be affected by project decisions, those who could affect the outcomes, and those who could contribute information or other resources to the process, taken into account during project design processes?
- Review the extent to which relevant gender issues were raised in the project design. See Annex 9<sup>1</sup> of *Guidance For Conducting Final Reviews of UNDP-Supported, GEF-Financed Projects* for further guidelines.
- If there are major areas of concern, recommend areas for improvement.

#### Results Framework/Log frame:

- Undertake a critical analysis of the project's log frame indicators and targets, assess how "SMART" the Final Review and end-of-project targets are (Specific, Measurable, Attainable, Relevant, Time-bound), and suggest specific amendments/revisions to the targets and indicators as necessary.
- Are the project's objectives and outcomes or components clear, practical, and feasible within its time frame?
- Examine if progress so far has led to, or could in the future catalyse beneficial development effects (i.e. income generation, gender equality and women's empowerment, improved governance etc...) that should be included in the project results framework and monitored on an annual basis.
- Ensure broader development and gender aspects of the project are being monitored effectively. Develop and recommend SMART 'development' indicators, including sex-disaggregated indicators and indicators that capture development benefits.

# ii. Progress Towards Results

# **Progress towards Outcomes Analysis:**

Review the log frame indicators against progress made towards the end-of-project targets using the Progress Towards Results Matrix and following the *Guidance For Conducting Final Reviews of UNDP-Supported, GEF-Financed Projects*; colour code progress in a "traffic light system" based on the level of

<sup>&</sup>lt;sup>1</sup> Annex 9. Checklist for Gender Sensitive Final Review Analysis, (<u>Guidance for Terminal Evaluations of UNDP-supported GEF-financed Projects</u>

progress achieved; assign a rating on progress for each outcome; make recommendations from the areas marked as "Not on target to be achieved" (red).

# Table. Progress Towards Results Matrix (Achievement of outcomes against End-of-project Targets)

Project Strategy	Indicator <sup>2</sup>	Baseline Level <sup>3</sup>	Level in  1st PIR  (self- reported )	Midter m Target <sup>4</sup>	End-of- project Target	Midterm Level & Assessment	Achievemen t Rating <sup>6</sup>	Justificatio n for Rating
Fund Level Impact:	Indicator:							
Outcome 1: Output	Indicator:							
-	Indicator:							
	Indicator:							
Output	Indicator:							
Outcome 2:	Indicator:							
	Indicator:							
Output	Indicator:							
Output	Indicator:							
Etc.								

# **Indicator Assessment Key**

Green= Achieved Yellow= On target to be achieved Red= Not on target to be achieved

In addition to the progress towards outcomes analysis:

- Compare and analyse the GEF Tracking Tool at the Baseline with the one completed right before the Final Review.
- Identify remaining barriers to achieving the project objective in the remainder of the project.
- By reviewing the aspects of the project that have already been successful, identify ways in which the project can further expand these benefits.

# iii. Project Implementation and Adaptive Management

# **Management Arrangements:**

- Review overall effectiveness of project management as outlined in the Project Document. Have changes been made and are they effective? Are responsibilities and reporting lines clear? Is decision-making transparent and undertaken in a timely manner? Recommend areas for improvement.
- Review the quality of execution of the Executing Agency/Implementing Partner(s) and recommend areas for improvement.
- Review the quality of support provided by the GEF Partner Agency (UNDP) and recommend areas for improvement.

#### **Work Planning:**

- Review any delays in project start-up and implementation, identify the causes and examine if they have been resolved.
- Are work-planning processes results-based? If not, suggest ways to re-orientate work planning to focus on results?
- Examine the use of the project's results framework/ log frame as a management tool and review any changes made to it since project start.

#### Finance and co-finance:

- Consider the financial management of the project, with specific reference to the cost-effectiveness of interventions.
- Review the changes to fund allocations as a result of budget revisions and assess the appropriateness and relevance of such revisions.
- Does the project have the appropriate financial controls, including reporting and planning, that allow management to make informed decisions regarding the budget and allow for timely flow of funds?
- Informed by the co-financing monitoring table to be filled out, provide commentary on co-financing: is co-financing being used strategically to help the objectives of the project? Is the Project Team meeting with all co-financing partners regularly in order to align financing priorities and annual work plans?

## **Project-level Monitoring and Evaluation Systems:**

- Review the monitoring tools currently being used: Do they provide the necessary information? Do they involve key partners? Are they aligned or mainstreamed with national systems? Do they use existing information? Are they efficient? Are they cost-effective? Are additional tools required? How could they be made more participatory and inclusive?
- Examine the financial management of the project monitoring and evaluation budget. Are sufficient resources being allocated to monitoring and evaluation? Are these resources being allocated effectively?

# Stakeholder Engagement:

- Project management: Has the project developed and leveraged the necessary and appropriate partnerships with direct and tangential stakeholders?
- Participation and country-driven processes: Do local and national government stakeholders support the objectives of the project? Do they continue to have an active role in project decision-making that supports efficient and effective project implementation?
- Participation and public awareness: To what extent has stakeholder involvement and public awareness contributed to the progress towards achievement of project objectives?

## Reporting:

- Assess how adaptive management changes have been reported by the project management and shared with the Project Board.
- Assess how well the Project Team and partners undertake and fulfil GEF reporting requirements (i.e. how have they addressed poorly-rated PIRs, if applicable?)

• Assess how lessons derived from the adaptive management process have been documented, shared with key partners and internalized by partners.

#### **Communications:**

- Review internal project communication with stakeholders: Is communication regular and effective? Are
  there key stakeholders left out of communication? Are there feedback mechanisms when
  communication is received? Does this communication with stakeholders contribute to their awareness
  of project outcomes and activities and investment in the sustainability of project results?
- Review external project communication: Are proper means of communication established or being
  established to express the project progress and intended impact to the public (is there a web presence,
  for example? Or did the project implement appropriate outreach and public awareness campaigns?)
- For reporting purposes, write one half-page paragraph that summarizes the project's progress towards results in terms of contribution to sustainable development benefits, as well as global environmental benefits.

#### iv. Sustainability

- Validate whether the risks identified in the Project Document, Annual Project Review/PIRs and the ATLAS Risk Management Module are the most important and whether the risk ratings applied are appropriate and up to date. If not, explain why.
- In addition, assess the following risks to sustainability:

#### Financial risks to sustainability:

• What is the likelihood of financial and economic resources not being available once the GEF assistance ends (consider potential resources can be from multiple sources, such as the public and private sectors, income generating activities, and other funding that will be adequate financial resources for sustaining project's outcomes)?

# Socio-economic risks to sustainability:

• Are there any social or political risks that may jeopardize sustainability of project outcomes? What is the risk that the level of stakeholder ownership (including ownership by governments and other key stakeholders) will be insufficient to allow for the project outcomes/benefits to be sustained? Do the various key stakeholders see that it is in their interest that the project benefits continue to flow? Is there sufficient public / stakeholder awareness in support of the long term objectives of the project? Are lessons learned being documented by the Project Team on a continual basis and shared/ transferred to appropriate parties who could learn from the project and potentially replicate and/or scale it in the future?

## Institutional Framework and Governance risks to sustainability:

• Do the legal frameworks, policies, governance structures and processes pose risks that may jeopardize sustenance of project benefits? While assessing this parameter, also consider if the required systems/mechanisms for accountability, transparency, and technical knowledge transfer are in place.

#### Environmental risks to sustainability:

Are there any environmental risks that may jeopardize sustenance of project outcomes?

# Main Findings, Conclusions, Recommendations and Lessons Learned

- The TE team will include a summary of the main findings of the TE report. Findings should be presented as statements of fact that are based on analysis of the data.
- The section on conclusions will be written in light of the findings. Conclusions should be comprehensive and balanced statements that are well substantiated by evidence and logically connected to the TE findings. They should highlight the strengths, weaknesses and results of the project, respond to key evaluation questions and provide insights into the identification of and/or solutions to important problems or issues pertinent to project beneficiaries, UNDP and the GEF, including issues in relation to gender equality and women's empowerment. Recommendations should provide concrete, practical, feasible and targeted recommendations directed to the intended users of the evaluation about what actions to take and decisions to make. The recommendations should be specifically supported by the evidence and linked to the findings and conclusions around key questions addressed by the evaluation.
- The TE report should also include lessons that can be taken from the evaluation, including best practices in addressing issues relating to relevance, performance and success that can provide knowledge gained from the particular circumstance (programmatic and evaluation methods used, partnerships, financial leveraging, etc.) that are applicable to other GEF and UNDP interventions. When possible, the TE team should include examples of good practices in project design and implementation.
- It is important for the conclusions, recommendations and lessons learned of the TE report to incorporate gender equality and empowerment of women.

The TE report will include an Evaluation Ratings Table, as shown below:

**ToR Table 2: Evaluation Ratings Table for** 

Monitoring & Evaluation (M&E)	Rating <sup>2</sup>
	natilig
M&E design at entry	
M&E Plan Implementation	
Overall Quality of M&E	
Implementation & Execution	Rating
Quality of UNDP Implementation/Oversight	
Quality of Implementing Partner Execution	
Overall quality of Implementation/Execution	
Assessment of Outcomes	Rating
Relevance	
Effectiveness	
Efficiency	
Overall Project Outcome Rating	
Sustainability	Rating
Financial resources	
Socio-political/economic	
Institutional framework and governance	
Environmental	
Overall Likelihood of Sustainability	

# 5. TIMEFRAME/

The total duration of the TE will be approximately (51 working days) over a time period of (4<sup>th</sup> September - 13<sup>th</sup> November, 2020),. The tentative TE timeframe is as follows:

<sup>&</sup>lt;sup>2</sup> Outcomes, Effectiveness, Efficiency, M&E, Implementation/Oversight & Execution, Relevance are rated on a 6-point scale: 6=Highly Satisfactory (HS), 5=Satisfactory (S), 4=Moderately Satisfactory (MS), 3=Moderately Unsatisfactory (MU), 2=Unsatisfactory (U), 1=Highly Unsatisfactory (HU). Sustainability is rated on a 4-point scale: 4=Likely (L), 3=Moderately Likely (ML), 2=Moderately Unlikely (MU), 1=Unlikely (U)

6.

TIMEFRAME	ACTIVITY
13-08-2020	Application closes
(14 days)	
14-08-20 to 01-09-20 ( 12 days)	Select TE Team
02-09-2020 to 03-09-20 ( 02 days)	Prep the TE Team (handover of Project Documents)
04-09-2020 to 11-09-2020 ( 06 days)	Document review and preparing TE Inception Report
14-09-2020 to 18-09-20 ( 05 days)	Finalization and Validation of TE Inception Report- latest start of TE mission
21-09-2020 to 09-10-2020 ( 15 days)	TE mission: stakeholder meetings, interviews, field visits (if not possible virtual meetings will be conducted)
12-10-2020 to 13-10-20 (02 days)	Mission wrap-up meeting & presentation of initial findings- earliest end of TE mission
14-10-20 to 22-10-20 ( 07 days)	Preparing draft report
23-10-20 to 28-10-20 (04 days)	Incorporating audit trail from feedback on draft report/Finalization of TE report
29-10-20 to 04-11-20 (05 days)	Preparation & Issue of Management Response
05-11-20 to 13-11-20 (07 days)	Expected date of full TE completion

# 1. TE DELIVERABLES

#	Deliverable	Description	Timing / no of days	Responsibilities
1	TE Inception Report	TE team clarifies objectives and methods of Terminal Review	No later than 2 weeks before the TE mission: 14-09-20 to 18-09- 2020 (05 days)	TE team submits to the Commissioning Unit and project management
2	Presentation	Initial Findings	End of TE mission: 12-10-20 to 13-10- 2020 (02 days)	TE Team presents to project management and the Commissioning Unit
3	Draft Final Report	Full report (using guidelines on content outlined in Annex B) with annexes	Within 3 weeks of the TE mission 14-10-20 to 22-10- 20 (07 days)	Sent to the Commissioning Unit, reviewed by RTA, Project Coordinating Unit, GEF OFP
4	Final Report*	Revised report with audit trail detailing how all received comments have (and have not) been addressed in the final TE report	Within 1 week of receiving UNDP comments on draft: 23-10-20 to 13-11-20 (12 days)	Sent to the Commissioning Unit

<sup>\*</sup>All final TE reports will be quality assessed by the UNDP Independent Evaluation Office (IEO). Details of the IEO's quality assessment of decentralized evaluations can be found in Section 6 of the UNDP Evaluation Guidelines.<sup>3</sup>

# 7. PAYMENT SCHEDULE

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<sup>&</sup>lt;sup>3</sup> Access at: <a href="http://web.undp.org/evaluation/guideline/section-6.shtml">http://web.undp.org/evaluation/guideline/section-6.shtml</a>

- 20% payment upon satisfactory delivery of the final TE Inception Report and approval by the Commissioning Unit
- 40% payment upon satisfactory delivery of the draft TE report to the Commissioning Unit
- 40% payment upon satisfactory delivery of the final TE report and approval by the Commissioning Unit and RTA (via signatures on the TE Report Clearance Form) and delivery of completed TE Audit Trail

Criteria for issuing the final payment of 40%4:

- The final TE report includes all requirements outlined in the TE TOR and is in accordance with the TE guidance.
- The final TE report is clearly written, logically organized, and is specific for this project (i.e. text has not been cut & pasted from other TE reports).
- The Audit Trail includes responses to and justification for each comment listed.

# 4. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

# **Institutional Arrangement:**

The principal responsibility for managing the TE resides with the Commissioning Unit. The Commissioning Unit for this project's TE is UNDP Country Office.

The Commissioning Unit will contract the evaluators and ensure the timely provision of per diems and travel arrangements within the country for the TE team. The Project Team will be responsible for liaising with the TE team to provide all relevant documents, set up stakeholder interviews, and arrange field visits.

# 8. TE TEAM COMPOSITION

A team of two independent evaluators will conduct the TE. The team leader will be responsible for the overall design and writing of the TE report. The team expert will assess emerging trends with respect to regulatory frameworks, budget allocations, capacity building, work with the Project Team in developing the TE itinerary, etc.)

The evaluator(s) who have participated in the project preparation, formulation and/or implementation (including the writing of the project document), must not conduct this project's MidTerm Review and should not have a conflict of interest with the project's related activities.

# **Required Qualifications**

The selection of evaluators will be aimed at maximizing the overall "team" qualities in the following areas:

#### Education

• Master's degree in Agriculture, Forestry, Natural Resources, or other closely related field

## **Experience**

<sup>&</sup>lt;sup>4</sup>The Commissioning Unit is obligated to issue payments to the TE team as soon as the terms under the ToR are fulfilled. If there is an ongoing discussion regarding the quality and completeness of the final deliverables that cannot be resolved between the Commissioning Unit and the TE team, the Regional M&E Advisor and Vertical Fund Directorate will be consulted. If needed, the Commissioning Unit's senior management, Procurement Services Unit and Legal Support Office will be notified as well so that a decision can be made about whether or not to withhold payment of any amounts that may be due to the evaluator(s), suspend or terminate the contract and/or remove the individual contractor from any applicable rosters. See the UNDP Individual Contract Policy for further details:

- Relevant experience with results-based management evaluation methodologies;
- Experience applying SMART indicators and reconstructing or validating baseline scenarios;
- Competence in adaptive management, as applied to one of the Five GEF Thematic Areas;
- Experience in evaluating projects;
- Experience working in the region where evaluation will be conducted;
- Experience in relevant technical areas for at least 10 years;
- Demonstrated understanding of issues related to gender and Sustainable Land
   Management and Biodiversity and experience in gender responsive evaluation and analysis;
- Excellent communication skills;
- Demonstrable analytical skills;
- Project evaluation/review experience within United Nations system will be considered an asset.

#### <u>Language</u>

Fluency in written and spoken English.

#### 5. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

Interested individual consultants must submit the following documents/information to demonstrate their qualifications:

- 1. Technical Proposal:
- (i) Explaining why they are the most suitable for the work.
- (ii) Updated CV- Brief background including past experience of doing similar work
  - i. Implementation methodology
  - ii. Activity plan (Timeline)
  - iii. Budget and work plan
- (iii) Provide a brief methodology on how they will approach and conduct the work (if applicable)
- 2. Financial proposal
- 3. Personal CV including past experience in similar projects and at least 3 references

#### 6. EXPECTED PERIOD OF CONSULTANCY

#### **Duration of the Work:**

The duration of the assignment will be 51 Working days till 13<sup>th</sup> Nov 2020.

# **Duty Station**

Islamabad and Home based

Please note that incase of travel outside duty station, the travel cost shall be paid by UNDP on actual basis and may not be incorporated in the financial proposal.

## 7. FINANCIAL PROPOSAL

#### **Lump sum contracts**

a) All proposals must be expressed on Per day basis (all inclusive) for the whole assignment stated above. Total contract value will be = Daily rate X total number of days worked

- b) Proposals must be in the local currency i.e. PKR
- c) Provide evidence/proof of your consultancy rate as well.
- d) Please note that incase of travel outside duty station, the travel cost shall be paid by UNDP on actual basis and may not be incorporated in the financial proposal.

## 8. EVALUATION

Individual consultants will be evaluated based on the following methodologies <u>Cumulative analysis</u>. The award of the contract should be made to the individual consultant whose offer has been evaluated and determined as:

- a) responsive/compliant/acceptable, and
- b) Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation.
- \* Technical Criteria weight; [70%]

Only candidates obtaining a minimum of 49 out of 70 points would be considered for the Financial Evaluation

Criteria	Weight	Max	. Point
<u>Technical Competencies</u>	70		
Master's degree in Agriculture, Forestry, Natural Resources, or other closely related field	10		
<ul> <li>Relevant experience with results-based management evaluation methodologies; 5 Marks</li> </ul>	40		
<ul> <li>Experience applying SMART indicators and reconstructing or validating baseline scenarios; 5 Marks</li> </ul>			
<ul> <li>Competence in adaptive management, as applied to one of the Five GEF Thematic Areas 5 Marks</li> </ul>			
• Experience in evaluating projects; 5 Marks			
<ul> <li>Experience working in the region where evaluation will be conducted; 5 Marks</li> </ul>			
<ul> <li>Experience in relevant technical areas for at least 10 years; 5</li> <li>Marks</li> </ul>			
<ul> <li>Demonstrated understanding of issues related to gender and Sustainable Land Management and Biodiversity and experience in gender responsive evaluation and analysis; 10 marks</li> </ul>			
Excellent communication skills; 5 Marks	20		
• Demonstrable analytical skills; <b>5 Marks</b>			
• Project evaluation/review experiences within United Nations system will be considered an asset <b>10 Marks</b>			
Financial proposal	30		
Total Score	Technical Financial	score	70+30

Weight per Technical Competence				
Weak: Below 70%	The individual consultant/contractor has demonstrated a <b>WEAK</b> capacity for the analyzed competence			
Satisfactory : 70-75%	The individual consultant/contractor has demonstrated a <b>SATISFACTORY</b> capacity for the analyzed competence			

<sup>\*</sup> Financial Criteria weight; [30%]

Good: 76-85%	The individual consultant/contractor has demonstrated a <b>GOOD</b> capacity
	for the analyzed competence
Very Good: 86-95%	The individual consultant/contractor has demonstrated a <b>VERY GOOD</b>
	capacity for the analyzed competence
Outstanding: 96-100%	The individual consultant/contractor has demonstrated a <b>OUTSATNDING</b>
	capacity for the analyzed competence

**Note:** UNDP is committed to achieving workforce diversity in terms of gender, nationality and culture. Individuals from minority groups, indigenous groups and persons with disabilities are equally encouraged to apply. All applications will be treated with the strictest confidence.

# **ANNEX**

ANNEX I - TERMS OF REFERENCES (TOR)

ANNEX II- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS

ANNEX III- PROPOSAL SUBMISSION FORM

ANNEX IV- CONFIRMING INTEREST AND AVAILABILITY

ANNEX V- FINANCIAL PROPOSAL ANNEX VI- Statement of Health

Your submission should also include Detail CV including assignments completed, years of experience and detailed TORs under each job.

#### **TERMS OF REFERENCE**

#### HIRING OF INDIVIDUAL CONSULTANT FOR TERM EVALUATION OF PROJECT

Project Title	"Sustainable Land Management to Combat Desertification in Pakistan"
Post Title	National Consultant to support Team Leader for TE
<b>Duty Station</b>	Islamabad- Pakistan and Home based
Duration	51 days during the period (04 September – 13 <sup>th</sup> November 2020)
Contract	Individual Consultancy Contract – Short Term

#### 7. INTRODUCTION

In accordance with UNDP and GEF M&E policies and procedures, all full- and medium-sized UNDP-supported GEF-financed projects are required to undergo a Terminal Evaluation (TE) at the end of the project. This Terms of Reference (ToR) sets out the expectations for the TE of the medium-sized project titled "Sustainable Lane Management to Combat Desertification in Pakistan (PIMS# 4593)" implemented through Ministry of Climate Change. The project started on July 2015 and is in its fifth year of implementation. The TE process must follow the guidance outlined in the document 'Guidance for Conducting Terminal Evaluations of UNDP-Supported, GEF-Financed Projects' (Guidance for Terminal Evaluations of UNDP-supported GEF-financed Projects).

#### 8. PROJECT BACKGROUND AND CONTEXT

Programme Period: 60 months
Total resources required: USD 3,791,000

Total allocated resources:

GEF
 Co-financing
 Government
 USD 18,080,737
 USD 14,231,312
 UNDP
 USD 1,500,000
 CBOs
 USD 2,349,425

The proposed SLM programme is an umbrella programme that will facilitate the federal and provincial governments in implementation of the UNCCD, alignment of Pakistan's NAP and taking on-the-ground measures that will help in meeting the obligations of the above-mentioned international conventions. Pakistan's upscaling SLM Programme (2014-15 – 2019-20) will support implementation of UNCCD, CBD and UNFCCC and provide global benefits required to achieve objectives of these conventions. The programme is largely designed as an SLM investment programme based on the premise that maintaining function and flow of dryland ecosystem services would provide a development pathway that ensures. Sustainable management of land and natural resources in the arid and semi-arid regions. This programme will target 14 dryland districts through the application of climate resilient SLM methods and technologies using integrated approaches that cover an area of 800,000 hectares. A legal basis for land use planning will be established making land management decision making more informed and adaptive. This will balance competing environmental, social and economic objectives to improve the sustainability of land management. The programme will mobilize a large baseline investment by the federal and provincial governments to support implementation of SLM practices at wider scale across the target areas, thus transforming land use. It will facilitate the generation of community level SLM funds and other means to incentivize rural farmers to adopt SLM practices. The programme will also put in place an effective and comprehensive decision-support system for planning, monitoring and adapting climate resilient SLM at the provincial and district levels. Further it will support the documentation of lessons learnt, linking SLM actions to climate change adaptation and build capacities of provincial and local government functionaries and local communities to advance SLM. Improved SLM practices and technologies will maintain or improve the flow of agro-ecosystem services to sustain the livelihoods of local communities.

The upscaling phase of SLM programme will build on the institution model which has been successfully tested during pilot phase of the project. It will develop a partnership between the Government of Pakistan

& Provinces with International donor agencies, like GEF and UNDP to combat desertification and mitigate impacts of drought. The proposed programme will undertake large-scale landscape level climate resilient and indicator-based SLM interventions in 14 dryland districts of Punjab, Sindh, Baluchistan, & Khyber Pakhtunkhwa covering more than 244 villages. There will be three main outcomes of the project and activities under these outcomes will build on the experiences and up-scale the results of the pilot phase.

Outcome 1. Strong enabling environment at national and provincial levels supports up-scaling of SLM practices

Outcome 2. Effective, targeted, and adaptive implementation of SLM Land Use Planning & Decision Support System

Outcome 3. On-the-ground implementation of climate-resilient SLM activities is up- scaled across landscapes

Since February 2020 due to COVID-19 pandemic in the country which badly effect project implementation and further to government strict lockdown project overall activities at halt and could not be completed in 1<sup>st</sup> and 2<sup>nd</sup> quarter 2020 which resulted slow progress and low delivery of the project.

# 9. TE PURPOSE

The TE report will assess the achievement of project results against what was expected to be achieved and draw lessons that can both improve the sustainability of benefits from this project, and aid in the overall enhancement of UNDP programming. The TE report promotes accountability and transparency, and assesses the extent of project accomplishments.

## 10.TE APPROACH & METHODOLOGY

The TE report must provide evidence-based information that is credible, reliable and useful.

The TE team will review all relevant sources of information including documents prepared during the preparation phase (i.e. PIF, UNDP Initiation Plan, UNDP Social and Environmental Screening Procedure/SESP) the Project Document, project reports including annual PIRs, project budget revisions, lesson learned reports, national strategic and legal documents, and any other materials that the team considers useful for this evidence-based evaluation. The TE team will review the baseline and GEF focal area Core Indicators/Tracking Tools submitted to the GEF at the CEO endorsement and midterm stages and the terminal Core Indicators/Tracking Tools that must be completed before the TE field mission begins.

The TE team is expected to follow a participatory and consultative approach ensuring close engagement with the Project Team, government counterparts (the GEF Operational Focal Point), Implementing Partners, the UNDP Country Office(s), the Regional Technical Advisor, direct beneficiaries and other stakeholders.

Engagement of stakeholders is vital to a successful TE. Stakeholder involvement should include interviews with stakeholders who have project responsibilities, including but not limited to Ministry of Climate Change, Ministry of National Food Security and Research, Planning Commission of Pakistan, Pakistan Agriculture Research Council, National Agriculture Research Centre, PCRWR, Plant protection Departments, Provincial Forest Departments, Provincial Planning and Development Departments etc.; Executing Agencies, Senior Officials and task team/ component leaders, key experts and consultants in the subject area, Project Board, project stakeholders, academia, local government and CSOs, etc. Additionally, the TE team is expected to conduct field missions and meet with the local communities if permitted by UNDP as per the SOPs under COVID-19 pandemic.

The specific design and methodology for the TE should emerge from consultations between the TE team and the above-mentioned parties regarding what is appropriate and feasible for meeting the TE purpose and objectives and answering the evaluation questions, given limitations of budget, time and data. The TE team must use gender-responsive methodologies and tools and ensure that gender equality and women's empowerment, as well as other cross-cutting issues and SDGs are incorporated into the TE report.

Engagement of stakeholders is vital to a successful Final Evaluation. Stakeholder involvement should include (where possible, given the COVID situation) surveys/questionnaires, focus groups, interviews with stakeholders who have project responsibilities, including but not limited to executing agencies, senior officials and task team/component leaders, key experts and consultants in the subject area, Project Steering Committee, project stakeholders, local government, CSOs, project beneficiaries, etc. If not all stakeholders are available to engage virtually, this must be documented in the Interim Evaluation report.

Data collection will be used to validate evidence of results and assessments (including but not limited to: assessment of Theory of Change, activities delivery, and results/changes occurred).

The final Evaluation report should describe the full evaluation approach taken and the rationale for the approach making explicit the underlying assumptions, challenges, strengths and weaknesses about the methods and approach of the review. The final report must also describe any limitations encountered by the Evaluation team during the evaluation process, including limitations of the methodology, data collection methods, and any potential influence of limitation on how findings may be interpreted, and conclusions drawn. Limitations include, among others: language barriers, inaccessible project sites (due to travel restrictions because of COVID), issues with access to data or verification of data sources, issues with availability of interviewees, methodological limitations to collecting more extensive or more representative qualitative or quantitative evaluation data, deviations from planned data collection and analysis set out in the ToR and Inception Report, etc. Efforts made to mitigate the limitations should also be included in the Interim Evaluation report.

The final methodological approach including interview schedule, field visits and data to be used in the evaluation must be clearly outlined in the TE Inception Report and be fully discussed and agreed between UNDP, stakeholders and the TE team.

As of 11 March 2020, the World Health Organization (WHO) declared COVID-19 a global pandemic as the new coronavirus rapidly spread to all regions of the world. Travel to the country although not restricted and travel in the country is well but to follow UNDSS SOPs for domestic travels which may not permit UNDP contract holder to travel. If it is not possible to travel within the country for the TE mission then the TE team should develop a methodology that takes this into account the conduct of the TE virtually and remotely, including the use of remote interview methods and extended desk reviews, data analysis, surveys and evaluation questionnaires. This should be detailed in the TE Inception Report and agreed with the Commissioning Unit.

If all or part of the TE is to be carried out virtually then consideration should be taken for stakeholder availability, ability or willingness to be interviewed remotely. In addition, their accessibility to the internet/computer may be an issue as many government and national counterparts may be working from home. These limitations must be reflected in the final TE report.

If a data collection/field mission is not possible then remote interviews may be undertaken through telephone or online (skype, zoom etc.). International consultants can work remotely with national evaluator support in the field if it is safe for them to operate and travel. No stakeholders, consultants or UNDP staff should be put in harm's way and safety is the key priority.

The final report must describe the full TE approach taken and the rationale for the approach making explicit the underlying assumptions, challenges, strengths and weaknesses about the methods and approach of the evaluation.

#### 11.DETAILED SCOPE OF THE TE

The TE team will assess the following four categories of project progress. See the (<u>Guidance for Terminal Evaluations of UNDP-supported GEF-financed Projects</u> for extended descriptions, and this guide should be used in the course of the TE exercise.

#### i. Project Strategy

#### Project design:

- Review the problem addressed by the project and the underlying assumptions. Review the effect of any
  incorrect assumptions or changes to the context to achieving the project results as outlined in the Project
  Document.
- Review the relevance of the project strategy and assess whether it provides the most effective route towards expected/intended results. Were lessons from other relevant projects properly incorporated into the project design?
- Review how the project addresses country priorities. Review country ownership. Was the project concept in line with the national sector development priorities and plans of the country (or of participating countries in the case of multi-country projects)?
- Review decision-making processes: were perspectives of those who would be affected by project decisions, those who could affect the outcomes, and those who could contribute information or other resources to the process, taken into account during project design processes?
- Review the extent to which relevant gender issues were raised in the project design. See Annex 9<sup>5</sup> of *Guidance For Conducting Final Reviews of UNDP-Supported, GEF-Financed Projects* for further guidelines.
- If there are major areas of concern, recommend areas for improvement.

#### Results Framework/Log frame:

- Undertake a critical analysis of the project's log frame indicators and targets, assess how "SMART" the Final Review and end-of-project targets are (Specific, Measurable, Attainable, Relevant, Time-bound), and suggest specific amendments/revisions to the targets and indicators as necessary.
- Are the project's objectives and outcomes or components clear, practical, and feasible within its time frame?
- Examine if progress so far has led to, or could in the future catalyse beneficial development effects (i.e. income
  generation, gender equality and women's empowerment, improved governance etc...) that should be
  included in the project results framework and monitored on an annual basis.
- Ensure broader development and gender aspects of the project are being monitored effectively. Develop and recommend SMART 'development' indicators, including sex-disaggregated indicators and indicators that capture development benefits.

## ii. Progress Towards Results

# **Progress towards Outcomes Analysis:**

• Review the log frame indicators against progress made towards the end-of-project targets using the Progress Towards Results Matrix and following the *Guidance For Conducting Final Reviews of UNDP-Supported, GEF-Financed Projects*; colour code progress in a "traffic light system" based on the level of progress achieved; assign a rating on progress for each outcome; make recommendations from the areas marked as "Not on target to be achieved" (red).

<sup>&</sup>lt;sup>5</sup> Annex 9. Checklist for Gender Sensitive Final Review Analysis, (<u>Guidance for Terminal Evaluations of UNDP-supported GEF-financed Projects</u>

Table. Progress Towards Results Matrix (Achievement of outcomes against End-of-project Targets)

Project Strategy	Indicator <sup>6</sup>	Baseline Level <sup>7</sup>	Level in 1st PIR (self- reported )	Midter m Target <sup>8</sup>	End-of- project Target	Midterm Level & Assessment	Achievemen t Rating <sup>10</sup>	Justificatio n for Rating
Fund Level Impact:	Indicator:							
Outcome 1: Output	Indicator:							
	Indicator:							
	Indicator:							
Output	Indicator:							
Outcome 2:	Indicator:							
	Indicator:							
Output	Indicator:							
Output	Indicator:							
Etc.								

# **Indicator Assessment Key**

Green= Achieved	Yellow= On target to be achieved	Red= Not on target to be achieved

In addition to the progress towards outcomes analysis:

- Compare and analyse the GEF Tracking Tool at the Baseline with the one completed right before the Final Review.
- Identify remaining barriers to achieving the project objective in the remainder of the project.
- By reviewing the aspects of the project that have already been successful, identify ways in which the project can further expand these benefits.

## iii. Project Implementation and Adaptive Management

**Management Arrangements:** 

<sup>&</sup>lt;sup>6</sup> Populate with data from the Log frame and scorecards

<sup>&</sup>lt;sup>7</sup> Populate with data from the Project Document

<sup>&</sup>lt;sup>8</sup> If available

<sup>&</sup>lt;sup>9</sup> Colour code this column only

<sup>&</sup>lt;sup>10</sup> Use the 6 point Progress Towards Results Rating Scale: HS, S, MS, MU, U, HU

- Review overall effectiveness of project management as outlined in the Project Document. Have changes been made and are they effective? Are responsibilities and reporting lines clear? Is decision-making transparent and undertaken in a timely manner? Recommend areas for improvement.
- Review the quality of execution of the Executing Agency/Implementing Partner(s) and recommend areas for improvement.
- Review the quality of support provided by the GEF Partner Agency (UNDP) and recommend areas for improvement.

#### Work Planning:

- Review any delays in project start-up and implementation, identify the causes and examine if they have been resolved.
- Are work-planning processes results-based? If not, suggest ways to re-orientate work planning to focus on results?
- Examine the use of the project's results framework/ log frame as a management tool and review any changes made to it since project start.

#### Finance and co-finance:

- Consider the financial management of the project, with specific reference to the cost-effectiveness of interventions.
- Review the changes to fund allocations as a result of budget revisions and assess the appropriateness and relevance of such revisions.
- Does the project have the appropriate financial controls, including reporting and planning, that allow management to make informed decisions regarding the budget and allow for timely flow of funds?
- Informed by the co-financing monitoring table to be filled out, provide commentary on co-financing: is co-financing being used strategically to help the objectives of the project? Is the Project Team meeting with all co-financing partners regularly in order to align financing priorities and annual work plans?

## **Project-level Monitoring and Evaluation Systems:**

- Review the monitoring tools currently being used: Do they provide the necessary information? Do they involve key partners? Are they aligned or mainstreamed with national systems? Do they use existing information? Are they efficient? Are they cost-effective? Are additional tools required? How could they be made more participatory and inclusive?
- Examine the financial management of the project monitoring and evaluation budget. Are sufficient resources being allocated to monitoring and evaluation? Are these resources being allocated effectively?

#### **Stakeholder Engagement:**

- Project management: Has the project developed and leveraged the necessary and appropriate partnerships with direct and tangential stakeholders?
- Participation and country-driven processes: Do local and national government stakeholders support the objectives of the project? Do they continue to have an active role in project decision-making that supports efficient and effective project implementation?

• Participation and public awareness: To what extent has stakeholder involvement and public awareness contributed to the progress towards achievement of project objectives?

#### Reporting:

- Assess how adaptive management changes have been reported by the project management and shared with the Project Board.
- Assess how well the Project Team and partners undertake and fulfil GEF reporting requirements (i.e. how have they addressed poorly-rated PIRs, if applicable?)
- Assess how lessons derived from the adaptive management process have been documented, shared with key partners and internalized by partners.

#### Communications:

- Review internal project communication with stakeholders: Is communication regular and effective? Are there
  key stakeholders left out of communication? Are there feedback mechanisms when communication is
  received? Does this communication with stakeholders contribute to their awareness of project outcomes and
  activities and investment in the sustainability of project results?
- Review external project communication: Are proper means of communication established or being
  established to express the project progress and intended impact to the public (is there a web presence, for
  example? Or did the project implement appropriate outreach and public awareness campaigns?)
- For reporting purposes, write one half-page paragraph that summarizes the project's progress towards results in terms of contribution to sustainable development benefits, as well as global environmental benefits.

## iv. Sustainability

- Validate whether the risks identified in the Project Document, Annual Project Review/PIRs and the ATLAS Risk
  Management Module are the most important and whether the risk ratings applied are appropriate and up to
  date. If not, explain why.
- In addition, assess the following risks to sustainability:

# Financial risks to sustainability:

What is the likelihood of financial and economic resources not being available once the GEF assistance ends
(consider potential resources can be from multiple sources, such as the public and private sectors, income
generating activities, and other funding that will be adequate financial resources for sustaining project's
outcomes)?

#### Socio-economic risks to sustainability:

• Are there any social or political risks that may jeopardize sustainability of project outcomes? What is the risk that the level of stakeholder ownership (including ownership by governments and other key stakeholders) will be insufficient to allow for the project outcomes/benefits to be sustained? Do the various key stakeholders see that it is in their interest that the project benefits continue to flow? Is there sufficient public / stakeholder awareness in support of the long term objectives of the project? Are lessons learned being documented by the Project Team on a continual basis and shared/ transferred to appropriate parties who could learn from the project and potentially replicate and/or scale it in the future?

#### Institutional Framework and Governance risks to sustainability:

• Do the legal frameworks, policies, governance structures and processes pose risks that may jeopardize sustenance of project benefits? While assessing this parameter, also consider if the required systems/ mechanisms for accountability, transparency, and technical knowledge transfer are in place.

#### **Environmental risks to sustainability:**

Are there any environmental risks that may jeopardize sustenance of project outcomes?

# Main Findings, Conclusions, Recommendations and Lessons Learned

- The TE team will include a summary of the main findings of the TE report. Findings should be presented as statements of fact that are based on analysis of the data.
- The section on conclusions will be written in light of the findings. Conclusions should be comprehensive and balanced statements that are well substantiated by evidence and logically connected to the TE findings. They should highlight the strengths, weaknesses and results of the project, respond to key evaluation questions and provide insights into the identification of and/or solutions to important problems or issues pertinent to project beneficiaries, UNDP and the GEF, including issues in relation to gender equality and women's empowerment. Recommendations should provide concrete, practical, feasible and targeted recommendations directed to the intended users of the evaluation about what actions to take and decisions to make. The recommendations should be specifically supported by the evidence and linked to the findings and conclusions around key questions addressed by the evaluation.
- The TE report should also include lessons that can be taken from the evaluation, including best practices in addressing issues relating to relevance, performance and success that can provide knowledge gained from the particular circumstance (programmatic and evaluation methods used, partnerships, financial leveraging, etc.) that are applicable to other GEF and UNDP interventions. When possible, the TE team should include examples of good practices in project design and implementation.
- It is important for the conclusions, recommendations and lessons learned of the TE report to incorporate gender equality and empowerment of women.

The TE report will include an Evaluation Ratings Table, as shown below:

**ToR Table 2: Evaluation Ratings Table for** 

Monitoring & Evaluation (M&E)	Rating <sup>11</sup>
M&E design at entry	
M&E Plan Implementation	
Overall Quality of M&E	
Implementation & Execution	Rating
Quality of UNDP Implementation/Oversight	
Quality of Implementing Partner Execution	
Overall quality of Implementation/Execution	
Assessment of Outcomes	Rating
Relevance	
Effectiveness	
Efficiency	
Overall Project Outcome Rating	

<sup>&</sup>lt;sup>11</sup> Outcomes, Effectiveness, Efficiency, M&E, Implementation/Oversight & Execution, Relevance are rated on a 6-point scale: 6=Highly Satisfactory (HS), 5=Satisfactory (S), 4=Moderately Satisfactory (MS), 3=Moderately Unsatisfactory (MU), 2=Unsatisfactory (U), 1=Highly Unsatisfactory (HU). Sustainability is rated on a 4-point scale: 4=Likely (L), 3=Moderately Likely (ML), 2=Moderately Unlikely (MU), 1=Unlikely (U)

Sustainability	Rating
Financial resources	
Socio-political/economic	
Institutional framework and governance	
Environmental	
Overall Likelihood of Sustainability	

# 12.TIMEFRAME/

The total duration of the TE will be approximately (51 working days) over a time period of (4<sup>th</sup> September - 13<sup>th</sup> November, 2020),. The tentative TE timeframe is as follows:

13.

TIMEFRAME	ACTIVITY
13-08-2020	Application closes
(14 days)	
14-08-20 to 01-09-20	Select TE Team
( 12 days)	
02-09-2020 to 03-09-20	Prep the TE Team (handover of Project Documents)
( 02 days)	
04-09-2020 to 11-09-2020	Document review and preparing TE Inception Report
( 06 days)	
14-09-2020 to 18-09-20	Finalization and Validation of TE Inception Report-latest start of TE
( 05 days)	mission
21-09-2020 to 09-10-2020	TE mission: stakeholder meetings, interviews, field visits (if not
( 15 days)	possible virtual meetings will be conducted)
12-10-2020 to 13-10-20	Mission wrap-up meeting & presentation of initial findings- earliest
(02 days)	end of TE mission
14-10-20 to 22-10-20	Preparing draft report
( 07 days)	
23-10-20 to 28-10-20	Incorporating audit trail from feedback on draft report/Finalization
(04 days)	of TE report
29-10-20 to 04-11-20	Preparation & Issue of Management Response
(05 days)	
05-11-20 to 13-11-20	Expected date of full TE completion
(07 days)	

# 9. TE DELIVERABLES

#	Deliverable	Description	Timing / no of days	Responsibilities
1	TE Inception	TE team clarifies objectives	No later than 2	TE team submits to the
	Report	and methods of Terminal	weeks before the TE	Commissioning Unit and
		Review	mission:	project management
			<u>14-09-20 to</u> 18-09-	
			2020	
			(05 days)	
2	Presentation	Initial Findings	End of TE mission:	TE Team presents to
			12-10-20 to 13-10-	project management
			2020	and the Commissioning
			(02 days)	Unit
3	Draft Final Report	Full report (using	Within 3 weeks of	Sent to the
		guidelines on content	the TE mission	Commissioning Unit,
				reviewed by RTA, Project

		outlined in Annex B) with annexes	14-10-20 to 22-10- 20	Coordinating Unit, GEF OFP
4	Final Report*	Revised report with audit trail detailing how all received comments have (and have not) been addressed in the final TE report	(07 days)  Within 1 week of receiving UNDP comments on draft: 23-10-20 to 13-11-20 (12 days)	Sent to the Commissioning Unit

<sup>\*</sup>All final TE reports will be quality assessed by the UNDP Independent Evaluation Office (IEO). Details of the IEO's quality assessment of decentralized evaluations can be found in Section 6 of the UNDP Evaluation Guidelines.<sup>12</sup>

# **10.TE ARRANGEMENTS**

The principal responsibility for managing the TE resides with the Commissioning Unit. The Commissioning Unit for this project's TE is UNDP Country Office.

The Commissioning Unit will contract the evaluators and ensure the timely provision of per diems and travel arrangements within the country for the TE team. The Project Team will be responsible for liaising with the TE team to provide all relevant documents, set up stakeholder interviews, and arrange field visits.

## 11.TOR ANNEXES

(Add the following annexes to the final ToR)

- ToR Annex A: Project Logical/Results Framework
- ToR Annex B: Project Information Package to be reviewed by TE team
- ToR Annex C: Content of the TE report
- ToR Annex D: Evaluation Criteria Matrix template
- ToR Annex E: UNEG Code of Conduct for Evaluators
- ToR Annex F: TE Rating Scales
- ToR Annex G: TE Report Clearance Form
- ToR Annex H: TE Audit Trail

<sup>12</sup> Access at: http://web.undp.org/evaluation/guideline/section-6.shtml

# **ToR Annex A: Project Logical/Results Framework**

The TE team will assess the following four categories of project progress. See the <u>Guidance for Terminal</u> <u>Evaluations of UNDP-supported GEF-financed Projects</u>).for extended descriptions, and this guide should be used in the course of the TE exercise.

# i. Project Strategy

#### Project design:

- Review the problem addressed by the project and the underlying assumptions. Review the effect of any
  incorrect assumptions or changes to the context to achieving the project results as outlined in the Project
  Document.
- Review the relevance of the project strategy and assess whether it provides the most effective route towards expected/intended results. Were lessons from other relevant projects properly incorporated into the project design?
- Review how the project addresses country priorities. Review country ownership. Was the project concept in line with the national sector development priorities and plans of the country (or of participating countries in the case of multi-country projects)?
- Review decision-making processes: were perspectives of those who would be affected by project decisions, those who could affect the outcomes, and those who could contribute information or other resources to the process, taken into account during project design processes?
- Review the extent to which relevant gender issues were raised in the project design. See Annex 9<sup>13</sup> of *Guidance For Conducting Final Reviews of UNDP-Supported, GEF-Financed Projects* for further guidelines.
- If there are major areas of concern, recommend areas for improvement.

#### Results Framework/Log frame:

- Undertake a critical analysis of the project's log frame indicators and targets, assess how "SMART" the Final Review and end-of-project targets are (Specific, Measurable, Attainable, Relevant, Time-bound), and suggest specific amendments/revisions to the targets and indicators as necessary.
- Are the project's objectives and outcomes or components clear, practical, and feasible within its time frame?
- Examine if progress so far has led to, or could in the future catalyse beneficial development effects (i.e. income generation, gender equality and women's empowerment, improved governance etc...) that should be included in the project results framework and monitored on an annual basis.
- Ensure broader development and gender aspects of the project are being monitored effectively. Develop and recommend SMART 'development' indicators, including sex-disaggregated indicators and indicators that capture development benefits.

## ii. Progress Towards Results

#### **Progress towards Outcomes Analysis:**

 Review the log frame indicators against progress made towards the end-of-project targets using the Progress Towards Results Matrix and following the *Guidance For Conducting Final Reviews of UNDP-Supported, GEF-Financed Projects*; colour code progress in a "traffic light system" based on the level of progress achieved; assign a rating on progress for each outcome; make recommendations from the areas marked as "Not on target to be achieved" (red).

<sup>&</sup>lt;sup>13</sup> Annex 9. Checklist for Gender Sensitive Final Review Analysis, <u>Guidance for Terminal Evaluations of UNDP-supported GEF-financed Projects</u>).

Table. Progress Towards Results Matrix (Achievement of outcomes against End-of-project

Targets)							
Project Strategy	Indicator <sup>14</sup>	Baseline Level <sup>15</sup>	Level in 1st PIR (self- reported )	Midter m Target <sup>16</sup>	End- of- projec t Target	Midterm Level & Assessment	Achieveme t Rating <sup>18</sup>
Objective:  To promote sustainable management of land and natural resources in the arid and semi-arid regions of Pakistan in order to restore degraded ecosystems and their essential services, reduce poverty, and increase resilience to climate change	Area of rainfed farmland in target districts with reduced land degradation resulting from introduced SLM practices Area of degraded forests and rangelands and shifting sand-dunes in target districts benefiting from introduced SLM techniques  Project communities are participating in SLM interventions and have increased their average household income earned from dryland farming and NRM activities as compared to baseline.  Total amount	Forests: 43,500 ha  Sand-dunes: 11,700 ha  Rangelands: 175,000 ha  5% of households participatin g YR1  3,000 US\$ average income			Target		
	of CO <sub>2</sub> equivalent greenhouse gas sequestered in the target districts due to effective application of SLM practices	tons CO <sub>2</sub> equivalent					
Outcome 1:  Strong enabling environment at national and provincial	Number of provincial land use policies with SLM and NAP mainstreamed,						

п.	1	1		I	1	_	1
levels	being						
supports up-	implemented						
scaling of SLM							
practices							
	Number of key						
	sectoral						
	policies,						
	especially						
	agriculture						
	and forests						
	address						
	desertification						
	issues and SLM						
	principles	National &					
	principles	provincial					
	Functioning	coordinatio					
		n units					
	National & Provincial	established					
		during					
	Desertification	SLMP Phase					
	Control Cells	I					
Outcome2:	Number of						
Outcomez:	integrated						
Effective,	participatory						
targeted, and	district level						
adaptive	SLM land use						
implementatio	plans being						
n of SLM Land	implemented						
Use Planning	(developed						
& Decision	with the						
Support	participation of key sectoral						
System	representative						
	s and						
	NGOs/CBOs)						
	SLM						
	Information						
	System and						
	Decision Support						
	System						
	operational						
	and being						
	used						

<sup>&</sup>lt;sup>14</sup> Populate with data from the Log frame and scorecards

<sup>&</sup>lt;sup>15</sup> Populate with data from the Project Document

<sup>&</sup>lt;sup>16</sup> If available

<sup>&</sup>lt;sup>17</sup> Colour code this column only

 $<sup>^{18}</sup>$  Use the 6 point Progress Towards Results Rating Scale: HS, S, MS, MU, U, HU  $\,$ 

_							
	Outcome 3:	Number of	63 villages				
		villages and					
	0.46	households in	2 200				
	On-the-		2,300				
	ground	target districts	households				
	implementatio	participating					
	n of climate-	in SLM					
	resilient SLM	activities					
	activities is up-	Number	40.400				
	scaled across	Number of	12,600				
	landscapes	farms in target	farmers				
	'	districts					
		implementing					
		soil and water					
		conservation					
		measures and					
		on-farm					
		management					
		practices					
		practices	2%				
		0/ of livestack	2%				
		% of livestock					
		owners in					
		target districts					
		participating					
		in agreements					
		to restore					
		degraded					
		rangelands					
			1%				
		% of					
		households					
		participating					
		in agreements					
		to restore					
		degraded					
		dryland forests					
			5 Funds				
		Number of					
		community-	1 Business				
			plans				
		financed viable	1 PPPs				
		local SLM	3 Grants				
		funds,	2 Giants				
		resource					
		specific					
		business plans,					
		public-private					
		public-private					
		partnerships					
		and targeted					
		matching					
		grants					
		designed and					
		supporting up-					
		scaling					
	Indicator As	sessment Kev				1	

**Indicator Assessment Key** 

Green= Achieved Yellow= On target to be achieved Red= Not on target to be achieved

In addition to the progress towards outcomes analysis:

- Compare and analyse the GEF Tracking Tool at the Baseline with the one completed right after the Terminal Review.
- Identify remaining barriers to achieving the project objective in the remainder of the project.
- By reviewing the aspects of the project that have already been successful, identify ways in which the project can further expand these benefits.

## iii. Project Implementation and Adaptive Management

#### **Management Arrangements:**

- Review overall effectiveness of project management as outlined in the Project Document. Have changes been made and are they effective? Are responsibilities and reporting lines clear? Is decision-making transparent and undertaken in a timely manner? Recommend areas for improvement.
- Review the quality of execution of the Executing Agency/Implementing Partner(s) and recommend areas for improvement.
- Review the quality of support provided by the GEF Partner Agency (UNDP) and recommend areas for improvement.

#### **Work Planning:**

- Review any delays in project start-up and implementation, identify the causes and examine if they have been resolved.
- Are work-planning processes results-based? If not, suggest ways to re-orientate work planning to focus on results?
- Examine the use of the project's results framework/ log frame as a management tool and review any changes made to it since project start.

#### Finance and co-finance:

- Consider the financial management of the project, with specific reference to the cost-effectiveness of interventions.
- Review the changes to fund allocations as a result of budget revisions and assess the appropriateness and relevance of such revisions.
- Does the project have the appropriate financial controls, including reporting and planning, that allow management to make informed decisions regarding the budget and allow for timely flow of funds?
- Informed by the co-financing monitoring table to be filled out, provide commentary on co-financing: is co-financing being used strategically to help the objectives of the project? Is the Project Team meeting with all co-financing partners regularly in order to align financing priorities and annual work plans?

#### Project-level Monitoring and Evaluation Systems:

- Review the monitoring tools currently being used: Do they provide the necessary information? Do they involve key partners? Are they aligned or mainstreamed with national systems? Do they use existing information? Are they efficient? Are they cost-effective? Are additional tools required? How could they be made more participatory and inclusive?
- Examine the financial management of the project monitoring and evaluation budget. Are sufficient resources being allocated to monitoring and evaluation? Are these resources being allocated effectively?

## Stakeholder Engagement:

- Project management: Has the project developed and leveraged the necessary and appropriate partnerships with direct and tangential stakeholders?
- Participation and country-driven processes: Do local and national government stakeholders support the objectives of the project? Do they continue to have an active role in project decision-making that supports efficient and effective project implementation?
- Participation and public awareness: To what extent has stakeholder involvement and public awareness contributed to the progress towards achievement of project objectives?

#### Reporting:

- Assess how adaptive management changes have been reported by the project management and shared with the Project Board.
- Assess how well the Project Team and partners undertake and fulfil GEF reporting requirements (i.e. how have they addressed poorly-rated PIRs, if applicable?)
- Assess how lessons derived from the adaptive management process have been documented, shared with key partners and internalized by partners.

#### Communications:

- Review internal project communication with stakeholders: Is communication regular and effective? Are there key stakeholders left out of communication? Are there feedback mechanisms when communication is received? Does this communication with stakeholders contribute to their awareness of project outcomes and activities and investment in the sustainability of project results?
- Review external project communication: Are proper means of communication established or being established to express the project progress and intended impact to the public (is there a web presence, for example? Or did the project implement appropriate outreach and public awareness campaigns?)
- For reporting purposes, write one half-page paragraph that summarizes the project's progress towards results in terms of contribution to sustainable development benefits, as well as global environmental benefits.

# iv. Sustainability

- Validate whether the risks identified in the Project Document, Annual Project Review/PIRs and the ATLAS
  Risk Management Module are the most important and whether the risk ratings applied are appropriate
  and up to date. If not, explain why.
- In addition, assess the following risks to sustainability:

#### Financial risks to sustainability:

• What is the likelihood of financial and economic resources not being available once the GEF assistance ends (consider potential resources can be from multiple sources, such as the public and private sectors, income generating activities, and other funding that will be adequate financial resources for sustaining project's outcomes)?

#### Socio-economic risks to sustainability:

• Are there any social or political risks that may jeopardize sustainability of project outcomes? What is the risk that the level of stakeholder ownership (including ownership by governments and other key stakeholders) will be insufficient to allow for the project outcomes/benefits to be sustained? Do the various key stakeholders see that it is in their interest that the project benefits continue to flow? Is there sufficient public / stakeholder awareness in support of the long term objectives of the project? Are lessons learned being documented by the Project Team on a continual basis and shared/ transferred to appropriate parties who could learn from the project and potentially replicate and/or scale it in the future?

#### Institutional Framework and Governance risks to sustainability:

• Do the legal frameworks, policies, governance structures and processes pose risks that may jeopardize sustenance of project benefits? While assessing this parameter, also consider if the required systems/mechanisms for accountability, transparency, and technical knowledge transfer are in place.

# Environmental risks to sustainability:

Are there any environmental risks that may jeopardize sustenance of project outcomes?

#### **Conclusions & Recommendations**

The TE team will include a section of the report setting out the TE's evidence-based conclusions, in light of the findings.<sup>19</sup>

Recommendations should be succinct suggestions for critical intervention that are specific, measurable, achievable, and relevant. A recommendation table should be put in the report's executive summary. See the *Guidance For Conducting Final Reviews of UNDP-Supported*, *GEF-Financed Projects* for guidance on a recommendation table.

The TE team should make no more than 15 recommendations total.

# **Ratings**

<sup>19</sup> Alternatively, TE conclusions may be integrated into the body of the report.

The TE team will include its ratings of the project's results and brief descriptions of the associated achievements in a *TE Ratings & Achievement Summary Table* in the Executive Summary of the TE report. See Annex E for ratings scales. No rating on Project Strategy and no overall project rating is required.

Table. TE Ratings & Achievement Summary Table

Measure	TE Rating	Achievement Description
Project Strategy	N/A	
Progress Towards	Objective Achievement	
Results	Rating: (rate 6 pt. scale)	
	Outcome 1 Achievement	
	Rating: (rate 6 pt. scale)	
	Outcome 2 Achievement	
	Rating: (rate 6 pt. scale)	
	Outcome 3 Achievement	
	Rating: (rate 6 pt. scale)	
	Etc.	
Project	(rate 6 pt. scale)	
Implementation &		
Adaptive		
Management		
Sustainability	(rate 4 pt. scale)	

# ToR Annex B: Project Information Package to be reviewed by TE team

#	Item (electronic versions preferred if available)
1	Project Identification Form (PIF)
2	UNDP Initiation Plan
3	Final UNDP-GEF Project Document with all annexes
4	CEO Endorsement Request
5	UNDP Social and Environmental Screening Procedure (SESP) and associated management
	plans (if any)
6	Inception Workshop Report
7	Mid-Term Review report and management response to TE recommendations
8	All Project Implementation Reports (PIRs)
9	Progress reports (quarterly, semi-annual or annual, with associated workplans and financial
	reports)
10	Oversight mission reports
11	Minutes of Project Board Meetings and of other meetings (i.e. Project Appraisal Committee
12	meetings)
12	GEF Tracking Tools (from CEO Endorsement, midterm and terminal stages)
13	GEF/LDCF/SCCF Core Indicators (from PIF, CEO Endorsement, midterm and terminal stages); for GEF-6 and GEF-7 projects only
14	Financial data, including actual expenditures by project outcome, including management
''	costs, and including documentation of any significant budget revisions
15	Co-financing data with expected and actual contributions broken down by type of co-
	financing, source, and whether the contribution is considered as investment mobilized or
	recurring expenditures
16	Audit reports
17	Electronic copies of project outputs (booklets, manuals, technical reports, articles, etc.)
18	Sample of project communications materials
19	Summary list of formal meetings, workshops, etc. held, with date, location, topic, and number
	of participants
20	Any relevant socio-economic monitoring data, such as average incomes / employment levels of
21	stakeholders in the target area, change in revenue related to project activities  List of contracts and procurement items over ~US\$5,000 (i.e. organizations or companies
21	contracted for project outputs, etc., except in cases of confidential information)
22	List of related projects/initiatives contributing to project objectives approved/started after GEF
	project approval (i.e. any leveraged or "catalytic" results)
23	Data on relevant project website activity – e.g. number of unique visitors per month, number of
	page views, etc. over relevant time period, if available
24	UNDP Country Programme Document (CPD)
25	List/map of project sites, highlighting suggested visits
26	List and contact details for project staff, key project stakeholders, including Project Board
	members, RTA, Project Team members, and other partners to be consulted
27	Project deliverables that provide documentary evidence of achievement towards project
	outcomes
	Additional documents, as required

# **ToR Annex C: Content of the TE report**

- i. Title page
  - Title of UNDP-supported GEF-financed project
  - UNDP PIMS ID and GEF ID
  - TE timeframe and date of final TE report
  - Region and countries included in the project
  - GEF Focal Area/Strategic Program
  - Executing Agency, Implementing partner and other project partners
  - TE Team members
- ii. Acknowledgements
- iii. Table of Contents
- iv. Acronyms and Abbreviations
- 1. Executive Summary (3-4 pages)
  - Project Information Table
  - Project Description (brief)
  - Evaluation Ratings Table
  - Concise summary of findings, conclusions and lessons learned
  - Recommendations summary table
- 2. Introduction (2-3 pages)
  - Purpose and objective of the TE
  - Scope
  - Methodology
  - Data Collection & Analysis
  - Ethics
  - Limitations to the evaluation
  - Structure of the TE report
- 3. Project Description (3-5 pages)
  - Project start and duration, including milestones
  - Development context: environmental, socio-economic, institutional, and policy factors relevant to the project objective and scope
  - Problems that the project sought to address, threats and barriers targeted
  - Immediate and development objectives of the project
  - Expected results
  - Main stakeholders: summary list
  - Theory of Change
- 4. Findings

(in addition to a descriptive assessment, all criteria marked with (\*) must be given a rating20)

- 4.1 Project Design/Formulation
  - Analysis of Results Framework: project logic and strategy, indicators
  - Assumptions and Risks
  - Lessons from other relevant projects (e.g. same focal area) incorporated into project design
  - Planned stakeholder participation
  - Linkages between project and other interventions within the sector
- 4.1 Project Implementation

<sup>&</sup>lt;sup>20</sup> See ToR Annex F for rating scales.

- Adaptive management (changes to the project design and project outputs during implementation)
- Actual stakeholder participation and partnership arrangements
- Project Finance and Co-finance
- Monitoring & Evaluation: design at entry (\*), implementation (\*), and overall assessment of M&E (\*)
- UNDP implementation/oversight (\*) and Implementing Partner execution (\*), overall project implementation/execution (\*), coordination, and operational issues
- Risk Management, including Social and Environmental Standards (Safeguards)

#### 4.2 Project Results and Impacts

- Progress towards objective and expected outcomes (\*)
- Relevance (\*)
- Effectiveness (\*)
- Efficiency (\*)
- Overall Outcome (\*)
- Sustainability: financial (\*), socio-economic (\*), institutional framework and governance (\*), environmental (\*), and overall likelihood (\*)
- Country ownership
- Gender equality and women's empowerment
- Cross-cutting Issues
- GEF Additionality
- Catalytic/Replication Effect
- Progress to Impact

# 5. Main Findings, Conclusions, Recommendations & Lessons

- Main Findings
- Conclusions
- Recommendations
- Lessons Learned

#### 6. Annexes

- TE ToR (excluding ToR annexes)
- TE Mission itinerary, including summary of field visits
- List of persons interviewed
- List of documents reviewed
- Evaluation Question Matrix (evaluation criteria with key questions, indicators, sources of data, and methodology)
- Questionnaire used and summary of results
- Co-financing tables (if not include in body of report)
- TE Rating scales
- Signed Evaluation Consultant Agreement form
- Signed UNEG Code of Conduct form
- Signed TE Report Clearance form
- Annexed in a separate file: TE Audit Trail
- Annexed in a separate file: relevant terminal GEF/LDCF/SCCF Core Indicators or Tracking Tools, as applicable

# **ToR Annex D: Evaluation Criteria Matrix template**

Evaluative Criteria Questions	Indicators	Sources	Methodology						
Relevance: How does the project relate to the main objectives of the GEF Focal area, and to the environment and development priorities a the local, regional and national level?  (include evaluative (i.e. relationships established, (i.e. project documentation, (i.e. document									
(include evaluative questions)	(i.e. relationships established, level of coherence between project design and implementation approach, specific activities conducted, quality of risk mitigation strategies, etc.)	tablished, (i.e. project documentation, national policies or strategies, websites, project proach, staff, project partners, data collected throughout the TE							
Effectiveness: To what e	extent have the expected outcomes	s and objectives of the project	been achieved?						
Efficiency: Was the proj standards?	ect implemented efficiently, in line	with international and national	al norms and						
Constant the Table									
sustainability: 10 what	extent are there financial, institutio roject results?	nai, socio-politicai, and/or env	ironmental risks to						
Gender equality and www.semen's empowermen	vomen's empowerment: How did	the project contribute to ge	nder equality and						
Impact: Are there indica	 ations that the project has contribu	tod to or anabled progress to	ward roducod						
	nd/or improved ecological status?		waru reduced						
	lude questions for all criteria being as on, Implementing Partner Execution,		n, UNDP						

#### ToR Annex E: UNEG Code of Conduct for Evaluators

Independence entails the ability to evaluate without undue influence or pressure by any party (including the hiring unit) and providing evaluators with free access to information on the evaluation subject. Independence provides legitimacy to and ensures an objective perspective on evaluations. An independent evaluation reduces the potential for conflicts of interest which might arise with self-reported ratings by those involved in the management of the project being evaluated. Independence is one of ten general principles for evaluations (together with internationally agreed principles, goals and targets: utility, credibility, impartiality, ethics, transparency, human rights and gender equality, national evaluation capacities, and professionalism).

#### **Evaluators/Consultants:**

- 1. Must present information that is complete and fair in its assessment of strengths and weaknesses so that decisions or actions taken are well founded.
- 2. Must disclose the full set of evaluation findings along with information on their limitations and have this accessible to all affected by the evaluation with expressed legal rights to receive results.
- 3. Should protect the anonymity and confidentiality of individual informants. They should provide maximum notice, minimize demands on time, and respect people's right not to engage. Evaluators must respect people's right to provide information in confidence, and must ensure that sensitive information cannot be traced to its source. Evaluators are not expected to evaluate individuals, and must balance an evaluation of management functions with this general principle.
- 4. Sometimes uncover evidence of wrongdoing while conducting evaluations. Such cases must be reported discreetly to the appropriate investigative body. Evaluators should consult with other relevant oversight entities when there is any doubt about if and how issues should be reported.
- 5. Should be sensitive to beliefs, manners and customs and act with integrity and honesty in their relations with all stakeholders. In line with the UN Universal Declaration of Human Rights, evaluators must be sensitive to and address issues of discrimination and gender equality. They should avoid offending the dignity and self-respect of those persons with whom they come in contact in the course of the evaluation. Knowing that evaluation might negatively affect the interests of some stakeholders, evaluators should conduct the evaluation and communicate its purpose and results in a way that clearly respects the stakeholders' dignity and self-worth.
- 6. Are responsible for their performance and their product(s). They are responsible for the clear, accurate and fair written and/or oral presentation of study imitations, findings and recommendations.
- 7. Should reflect sound accounting procedures and be prudent in using the resources of the evaluation.
- 8. Must ensure that independence of judgement is maintained, and that evaluation findings and recommendations are independently
- 9. Must confirm that they have not been involved in designing, executing or advising on the project being evaluated and did not carry out the project's Mid-Term Review.

## 

# ToR Annex F: TE Rating Scales

Ratings for Outcomes, Effectiveness, Efficiency, M&E, Implementation/Oversight, Execution,	Sustainability ratings:
Relevance	
6 = Highly Satisfactory (HS): exceeds expectations and/or no shortcomings 5 = Satisfactory (S): meets expectations and/or no or minor shortcomings 4 = Moderately Satisfactory (MS): more or less meets expectations and/or some shortcomings 3 = Moderately Unsatisfactory (MU): somewhat below expectations and/or significant shortcomings 2 = Unsatisfactory (U): substantially below expectations and/or major shortcomings 1 = Highly Unsatisfactory (HU): severe shortcomings Unable to Assess (U/A): available information does not allow an assessment	4 = Likely (L): negligible risks to sustainability 3 = Moderately Likely (ML): moderate risks to sustainability 2 = Moderately Unlikely (MU): significant risks to sustainability 1 = Unlikely (U): severe risks to sustainability Unable to Assess (U/A): Unable to assess the expected incidence and magnitude of risks to sustainability

# **ToR Annex G: TE Report Clearance Form**

<b>Terminal Evaluation Report for (Project Title &amp; UNDP PIMS ID</b>	Reviewed and Cleared By:
Commissioning Unit (M&E Focal Point)	
Name:	
Signature:	Date:
Regional Technical Advisor (Nature, Climate and Energy)	
Name:	
Signature:	Date:
<del></del>	

#### **ToR Annex H: TE Audit Trail**

The following is a template for the TE Team to show how the received comments on the draft TE report have (or have not) been incorporated into the final TE report. This Audit Trail should be listed as an annex in the final TE report but not attached to the report file.

**To the comments received on** (date) from the Terminal Evaluation of (project name) (UNDP Project PIMS #)

The following comments were provided to the draft TE report; they are referenced by institution/organization (do not include the commentator's name) and track change comment number ("#" column):

Institution/ Organization	#	Para No./ comment location	Comment/Feedback on the draft TE report	TE team response and actions taken

#### INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS



# GENERALCONDITIONSOFCONTRACT FOR THE SERVICES OF INDIVIDUAL CONTRACTORS

- 1. **LEGAL STATUS**: The Individual contractor shall have the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP), and shall not be regarded, for any purposes, as being either a "staff member" of UNDP, under the UN' Staff Regulations and Rules, or an "official" of UNDP, for purposes of the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between UNDP and the Individual contractor. The officials, representatives, employees or subcontractors of UNDP and of the Individual contractor, if any, shall not be considered in any respect as being the employees or agents of the other, and UNDP and the Individual contractor shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
- 2. STANDARDS OF CONDUCT: In General: The Individual contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions on the Contract regarding the Individual contractor's performance under the Contract, the Individual contractor shall promptly notify UNDP and shall provide all reasonable assistance required by UNDP. The Individual contractor shall not take any action in respect of its performance of the Contract or otherwise related to its obligations under the Contract that may adversely affect the interests of UNDP, and the Individual contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP. The Individual contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of UNDP. The Individual contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In the performance of the Contract the Individual contractor shall comply with the standards of conduct set in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission". The individual contractor must comply with all Security Directives issued by UNDP. Failure to comply with such security directives is grounds for termination of the Individual contractor for cause. Prohibition of Sexual Exploitation and Abuse: In the performance of the Contract, the Individual contractor shall comply with the standards of conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse". In particular, the Individual contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

The Individual contractor acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for termination of the Contract. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.

3. TITLE RIGHTS, COPYRIGHTS, PATENTS AND OTHER PROPRIETARY RIGHTS: Title to any equipment and supplies that may be furnished by UNDP to the Individual contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Individual contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Individual contractor, subject to normal wear and tear, and the Individual contractor shall be

liable to compensate UNDP for any damage or degradation of the equipment that is beyond normal wear and tear.

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 Individual contractor has developed for 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 Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that preexisted the performance by the Individual contractor of its obligations under the Contract, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to UNDP a perpetual licence to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract. At the request of UNDP, the Individual contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract. 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 Individual contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under the Contract

- 4. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them ("Discloser") to the other ("Recipient") during the course of performance of the Contract, and that are designated as confidential ("Information"), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall use the same care and discretion to avoid disclosure. publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and the Recipient may otherwise use the Discloser's Information solely for the purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the Discloser's prior written consent, as well as to the Recipient's employees, officials, representatives and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Contract. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual contractor may disclose Information to the extent required by law, provided that the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder. These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.
- 5. **TRAVEL, MEDICAL CLEARANCE AND SERVICE INCURRED DEATH, INJURY OR ILLNESS**: If the Individual contractor is required by UNDP to travel beyond commuting distance from the Individual contractor's usual place of residence, and upon prior written agreement, such travel shall be at the expense of UNDP. Such travel shall be at economy care when by air.

UNDP may require the Individual contractor to submit a Statement of Good Health from a recognized physician prior to commencement of work in any offices or premises of UNDP or before engaging in

any travel required by UNDP or connected with the performance of the Contract. The Individual contractor shall provide such a Statement of Good Health as soon as practicable following such request, and prior to engaging in any such travel, and the Individual contractor warrants the accuracy of any such Statement, including, but not limited to, confirmation that the Individual contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized.

In the event of the death, injury or illness of the Individual contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Contract while the Individual contractor is traveling at UNDP expense or is performing any services under the Contract in any offices or premises of UNDP, the Individual contractor or the Individual contractor's dependants, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

- 6. **PROHIBITION ON ASSIGNMENT; MODIFICATIONS**: The Individual contractor may not assign, delegate, transfer, pledge or make any other disposition of the Contract, of any part thereof, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP, and any attempt to do so shall be null and void. The terms or conditions of any supplemental undertakings, licences or other forms of Contract concerning any goods or services to be provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an Contract by UNDP thereto, unless any such undertakings, licences or other forms of Contract are the subject of a valid written undertaking by UNDP. No modification or change in the Contract shall be valid and enforceable against UNDP unless provided by means of a valid written amendment to the Contract signed by the Individual contractor and an authorized official or appropriate contracting authority of UNDP.
- 7. **SUBCONTRACTORS**: In the event that the Individual contractor requires the services of subcontractors to perform any obligations under the Contract, the Individual contractor shall obtain the prior written approval of UNDP for any such subcontractors. UNDP may, in its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefore, and such rejection shall not entitle the Individual contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract. The Individual contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.
- 8. **USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS**: The Individual contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Individual contractor, in any manner whatsoever, use the name, emblem or official seal of UNDP, or any abbreviation of the name of UNDP, in connection with its business or otherwise without the written permission of UNDP.
- 9. **INDEMNIFICATION**: The Individual contractor shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to: (a) allegations or claims that the use by UNDP of any patented device, any copyrighted material or any other goods or services provided to UNDP for its use under the terms of the Contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or (b) any acts or omissions of the Individual contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.
- 10. **INSURANCE**: The Individual contractor shall pay UNDP promptly for all loss, destruction or damage to the property of UNDP caused by the Individual contractor, or of any subcontractor, or anyone directly or indirectly employed by them in the performance of the Contract. The Individual contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of its obligations under the Contract, as well as for arranging, at the Individual contractor 's sole expense,

such life, health and other forms of insurance as the Individual contractor may consider to be appropriate to cover the period during which the Individual contractor provides services under the Contract. The Individual contractor acknowledges and agrees that none of the insurance arrangements the Individual contractor may make shall, in any way, be construed to limit the Individual contractor's liability arising under or relating to the Contract.

- 11. **ENCUMBRANCES AND LIENS**: The Individual 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 UNDP against any monies due to the Individual contractor or to become due for any work donor or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Individual contractor.
- 12. **FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**: In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract.

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

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

13. **TERMINATION**: Either party may terminate the Contract, in whole or in part, upon giving written notice to the other party. The period of notice shall be five (5) days in the case of Contracts for a total period of less than two (2) months and fourteen (14) days in the case of contracts for a longer period. The initiation of conciliation or arbitral proceedings, as provided below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract. UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that: (a) the Individual contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the Individual contractor is granted a moratorium or a stay or is declared insolvent; the Individual

contractor makes an assignment for the benefit of one or more of its creditors; (c) a Receiver is appointed on account of the insolvency of the Individual contractor; (d) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (e) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of its obligations under the Contract.

In the event of any termination of the Contract, upon receipt of notice of termination by UNDP, the Individual contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing: (a) take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum; (b) refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice; (c) deliver all completed or partially completed plans, drawings, information and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder; (d) complete performance of the work not terminated; and (e) take any other action that may be necessary, or that UNDP may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Individual contractor and in which UNDP has or may be reasonably expected to acquire an interest.

In the event of any termination of the Contract, UNDP shall only be liable to pay the Individual contractor compensation on a pro rata basis for no more than the actual amount of work performed to the satisfaction of UNDP in accordance with the requirements of the Contract. Additional costs incurred by UNDP resulting from the termination of the Contract by the Individual contractor may be withheld from any amount otherwise due to the Individual contractor from UNDP...

- 14. **NON-EXCLUSIVITY**: UNDP shall have no obligation respecting, and no limitations on, its right to obtain goods of the same kind, quality and quantity, or to obtain any services of the kind described in the Contract, from any other source at any time.
- 15. **TAXATION:** Article II, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.
- 16. **AUDITS AND INVESTIGATIONS**: Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a refund from the Individual contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.

The Individual contractor acknowledges and agrees that, from time to time, UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Individual contractor generally relating to performance of the Contract. The right of UNDP to conduct an investigation and the Individual contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Individual contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Individual contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Individual contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Individual contractor's personnel and relevant documentation.

The Individual contractor shall require its agents, including, but not limited to, the Individual contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

#### 17. **SETTLEMENT OF DISPUTES**:

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

**ARBITRATION**: Any dispute, controversy or claim between the parties arising out of the Contract, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

18. **LIMITATION ON ACTIONS**: Except with respect to any indemnification obligations in Article 9, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 17, above, arising out of the Contract must be commenced within three (3) years after the cause of action has accrued.

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

19. **PRIVILEGES AND IMMUNITIES**: Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

**Annex III** 

#### **Proposal Submission form**

#### Dear Sir/Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, I undersigned, offer to provide individual consulting services to UNDP Pakistan in accordance with the Price Schedule and TORs attached herewith and made part of this proposal.

I undertake, if my proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

I agree to abide by this proposal for a period of **90 day**s from the date fixed for opening of proposal in the invitation for proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

I understand that you are not bound to accept any proposal you may receive.

Dated: this ------day of -----2020

#### Signature

### OFFEROR'S LETTER TO UNDP CONFIRMING INTEREST AND AVAILABILITY FOR THE INDIVIDUAL CONTRACTOR (IC) ASSIGNMENT

	Date	
Un	ame of Resident Representative/Bureau Director) ited Nations Development Programme secify complete office address)	
Dea	ar Sir/Madam:	
Ιhε	ereby declare that:	
A)	I have read, understood and hereby accept the Terms of Reference describing the duties an responsibilities of [indicate title of assignment] under the [state project title];	d
B)	I have also read, understood and hereby accept UNDP's General Conditions of Contract for th Services of the Individual Contractors;	e
C)	I hereby propose my services and I confirm my interest in performing the assignment through the submission of my CV which I have duly signed and attached hereto as Annex 1;	e
D)	In compliance with the requirements of the Terms of Reference, I hereby confirm that I am available for the entire duration of the assignment, and I shall perform the services in the manner described in my proposed approach/methodology which I have attached hereto as Annex 3 [delete this iter if the TOR does not require submission of this document];	d
E)	I hereby propose to complete the services based on the following payment rate: [please check the box corresponding to the preferred option]:	e
	An all-inclusive daily fee of [state amount in words and in numbers indicating currency]	
	A total lump sum of [state amount in words and in numbers, indicating exact currency], payable in the manner described in the Terms of Reference.	
F)	For your evaluation, the breakdown of the abovementioned all-inclusive amount is attached heret as Annex 2;	o
G)	I recognize that the payment of the abovementioned amounts due to me shall be based on me delivery of outputs within the timeframe specified in the TOR, which shall be subject to UNDP review, acceptance and payment certification procedures;	
H)	This offer shall remain valid for a total period of days [minimum of 90 days] after th submission deadline;	e

		m also anticipating which I have subr <b>Assignment</b>		the following work from sal:  Name of Institution/Company	UNDP and/or of the contract Duration	other entitie  Contract Amount
					UNDP and/or	other entitie
	_	Assignment	Contract Type	/ Name of Institution/Company	Contract Duration	Contract Amount
	] lar	n currently engag 	ed with UNDP a	and/or other entities for t  UNDP Business Unit	he following v	vork:
		the time of this gagement with an		have no active Individu t of UNDP;	ıal Contract c	or any form
۱h	ereby cor	nfirm that <u>[check a</u>	ll that applies]:			
		imbursable Loan ails of my employe	_	A), for and on my behalf. ose are as follows:	The contact p	erson and
	_			or; company/organization/in	stitution] to sig	ງn with UNE
_	_	-				
lf I	l am selec	ted for this assign	ment, I shall [ple	ease check the appropriate	e box]:	
off	Sigr	n an Individual Cor uest my employer	ntract with UNE	DP; company/organization/in	stitution] to	_

- understand and accept that I shall bear all costs associated with its preparation and submission and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.
- M) If you are a former staff member of the United Nations recently separated, please add this section to your letter: I hereby confirm that I have complied with the minimum break in service required before I can be eligible for an Individual Contract.
- N) I also fully understand that, if I am engaged as an Individual Contractor, I have no expectations nor entitlements whatsoever to be re-instated or re-employed as a staff member.

O)	Are any of your relatives employed by international organization?  YES NO the answer is "yes"	•	, ,		
	Name	Relationship	Name of International Organization		
P)	Do you have any objections to our making	g enquiries of your prese	nt employer?		
Q)	Are you now, or have you ever been a per YES NO If answer is "yes", N		our government's employ?		
R)	REFERENCES: List three persons, not relaqualifications.	ated to you, who are fa	miliar with your character and		
	Full Name	Email Address	Business or Occupation		
S)	S) Have you been arrested, indicted, or summoned into court as a defendant in a criminal proceeding, or convicted, fined or imprisoned for the violation of any law (excluding minor traffic violations)?  YES NO If "yes", give full particulars of each case in an attached statement.				
I certify that the statements made by me in answer to the foregoing questions are true, complete and correct to the best of my knowledge and belief. I understand that any misrepresentation or material omission made on a Personal History form or other document requested by the Organization may result in the termination of the service contract or special services agreement without notice.					
	DATE:	_ SIGNATURE:			
NB. You will be requested to supply documentary evidence which support the statements you have made above. Do not, however, send any documentary evidence until you have been asked to do so and, in any event, do not submit the original texts of references or testimonials unless they have been obtained for the sole use of UNDP.					
	Annexes [please check all that applies]:				
	CV shall include Education/Qualific	ation, Processional Cert	ification, Employment Records		
	Breakdown of Costs Supporting the F	Final All-Inclusive Price as	per Template		
	Brief Description of Approach to Wor	k (if required by the TOR)			

#### THIS DOCUMENT SHOULD BE PASSWORD PROTECTED IN YOUR SUBMISSION.

# BREAKDOWN OF COSTS<sup>21</sup> SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL

### A) **Breakdown of Cost by Components:**

Cost Components	Unit Cost	Quantity	Total Rate for the
	PKR		Contract Duration- PKR
I. Personnel Costs			
Professional Fees			
Life Insurance			
Medical Insurance			
Communications			
Land Transportation			
Others (pls. specify)			
II. Travel 22 Expenses to Join duty			
station			
Round Trip Airfares to and from duty			
station			
Living Allowance			
Travel Insurance			
Terminal Expenses			
Others (pls. specify)			
III. Duty Travel			
Round Trip Airfares			
Living Allowance			
Travel Insurance			
Terminal Expenses			
Others (pls. specify)			

## B) **Breakdown of Cost by Deliverables\***

<b>Deliverables</b> [list them as referred to in the TOR]	Percentage of Total Price (Weight for payment)	Amount
Deliverable 1		
Deliverable 2		
Deliverable 3		
Total	100%	PKR

<sup>&</sup>lt;sup>21</sup> The costs should only cover the requirements identified in the Terms of Reference (TOR)

<sup>&</sup>lt;sup>22</sup> Travel expenses are not required if the consultant will be working from home.

**ANNEX V** 

#### THIS DOCUMENT SHOULD BE PASSWORD PROTECTED IN YOUR SUBMISSION.

#### **FINANCIAL PROPOSAL**

The Consultant is required to prepare the Price Schedule as a separate document from the rest of the technical response. All prices/rates quoted must be in **PKR**. The format shown below should be used in preparing the price schedule.

Consultant is required to provide a copy of contract signed with another entity as evidence of its daily consultancy fee.

Sr. #	Description/Break-up of Financial Proposal	Unit	Unit Cost (PKR)
Α.	Consultancy Fee:		
В.	Travel		
C.	Others (Please specify using the breakdown table provided above)		
	Total PKR		

<b>Deliverables</b> [list them as referred to in the TOR]	Percentage of Total Price (Weight for payment)	Amount
Total	100%	PKR

Payment shall be made based on the deliverables agreed in the final contract that will be sigit	ned with the
selected candidate.	

Signature:	Date:



U N D P	
STATEMENT OF HEALTH – INDIVIDUAL CONTRACTORS  Empowered lives. Resilient nations.	
Name of Consultant/Individual Contractor:	
Last Name, First Name	
Statement of Good Health	
In accordance with the provisions of Clause 5 of the <u>General Terms &amp; Conditions for Individual Contractor</u> am submitting this statement to certify that I am in good health and take full responsibility for the accuracy this Statement. I am aware that information pertaining to inoculation requirements in respect of official transfer to countries can be referred to at <a href="http://www.who.int/ith">http://www.who.int/ith</a> .	cy of
I certify that my medical insurance coverage is valid for the period from to (if applicable)	
I certify that my medical insurance covers medical evacuations at Duty Station(s): Duty Station(s) Rating: "B through E". Duty stations with "A" or "H" do not require medical evacuation coverage.	
The name of my medical insurance carrier is:	
Policy Number:	
Telephone Number of Medical Insurance Carrier:	
A copy of proof of insurance MUST be attached to this form.	
Signature of Consultant/Individual Contractor Date	
This statement is only valid for Consultant/Individual Contractor Contract No.	
Signature of Officer Supervising the Contract Name	
Signature of Officer Supervising the Contract Name	
Business Unit	