#### NATIONAL CONSULTANT PROCUREMENT NOTICE



Date: 26<sup>th</sup> August 2020 Ref. UNDP-IC-2020-269

**Country: Pakistan** 

**Description of the assignment:** National Consultant for POPs Project Terminal Evaluation

**Project name:** Comprehensive Reduction and Elimination of Persistent

Organic Pollutants in Pakistan

Period of assignment/services (if applicable): 51 Days (20th September 2020 to 30th November 2020)

**Duty Station:** Islamabad with travel to all major hotspots in Pakistan (provinces such as Punjab, Sindh, Balochistan, Khyber Pakhtunkhwah)

Please submit your UN P11 Form, Technical Proposal, filled Annexes (attached as Annex I, J, K and L) along with attested documents to the following address: not later than 09th September 2020.

#### **UNDP Registry, Quotation/Bids/Proposals**

United Nations Development Programme Serena Business Complex, 2<sup>nd</sup> Floor, Khayaban-e-Suharwardy, Islamabad, Pakistan

Tel: 051-8355600 Fax: 051-2600254-5

Or by email to <a href="mailto:bids.pk@undp.org">bids.pk@undp.org</a> no later than **09**<sup>th</sup> **September, 2020** 

Kindly write the following on top left side of the envelop or email subject line "Bioremediation of POPs contaminated sites through green and sustainable solution"

Important note for email submissions: Please put "National consultant for POPs Terminal Evaluation" in the subject line. Further, our system will not accept emails those are more than 3.5 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 additional information is required, please write to us or contact us at +92-51-8443288. 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 address mentioned above.

#### 1. BACKGROUND

Objectives of this project are reducing human health and environmental risks by enhancing management capacities and disposal of POPs in Pakistan through: i) the development and implementation of a regulatory, policy and enforcement system to reduce POPs releases and to regulate POPs waste disposal; ii) capacity building to reduce exposure to and releases of POPs; iii) collection, transport and disposal of 300t of PCB and 1200t of POPS Pesticides. The elimination of POPs pesticide stockpiles became even more urgent after the 2010 floods which damaged some of the storage sites of hazardous chemicals and pesticides. To ensure environmentally sound disposal of POPs, a facility to be upgraded, tested and permitted in compliance with Stockholm Convention BAT/BEP. As an alternative, the project will however keep open the option of shipment of POPs waste abroad for disposal, in compliance with the Basel Convention, if at an early stage it will result evident that the POPs cannot be disposed of using the technologies available in the country.

The project intends to achieve this objective improving the regulatory system, enhancing its enforcement, raising awareness on POPs, and by establishing the capacity for POPs monitoring, handling, transport and disposal. This will contribute to the broader Goal, which is to reduce risk for the human health and the environment by avoiding the release of POPs in the environment and preventing people exposure to POPs.

#### 2. OBJECTIVES OF THE ASSIGNMENT

The main objective of the assignment is to undertake project terminal evaluation. The National consultant will submit the comprehensive report keeping in view main objectives of the assignment.

#### 3. SCOPE OF WORK, RESPONSIBILITIES AND DESCRIPTION OF THE PROPOSED REPORT WORK

#### **To Whom to report the Outcome:**

The National Consultant will report directly to the Assistant Resident Representative and Program Officer Environment & Climate Change Unit, United Nations Development Programme.

#### 4. DELIVERABLES

#	Deliverable	Description	Timing	Responsibilities
1	TE Inception Report	TE team clarifies objectives, methodology and timing of the TE	No later than 2 weeks before the TE mission: Sep 22, 2020	TE team submits Inception Report to Commissioning Unit and project management
2	Presentation	Initial Findings	End of TE mission: Oct 20, 2020	TE team presents to Commissioning Unit and project management
3	Draft TE Report	Full draft report (using guidelines on report content in ToR Annex C) with annexes	Within 3 weeks of end of TE mission: Oct 30, 2020	TE team submits to Commissioning Unit; reviewed by BPPS-GEF RTA, Project Coordinating Unit, GEF OFP
5	Final TE Report* + Audit Trail	Revised final report and TE Audit trail in which the TE details how all received comments have (and have not) been addressed in the final TE report (See template in ToR Annex H)	Within 1 week of receiving comments on draft report: Nov 15, 2020	TE team submits both documents to the Commissioning Unit

#### **5. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS**

#### **Academic Qualification:**

 A Master's degree in chemical science, chemical engineering, natural science, environment science, environmental engineering, or other closely related field (10 marks)

#### Years of Experience:

- Recent experience with result-based management evaluation methodologies
- Experience applying SMART indicators and reconstructing or validating baseline scenarios for at least 7 years
- Experience working with the GEF or GEF-evaluations for at least 5 years
- Work experience in relevant technical areas for at least 05 years
- Demonstrated understanding of issues related to gender and hazardous chemicals; experience in gender sensitive evaluation and analysis
- Project evaluation/review experiences within United Nations system will be considered an asset Experience with implementing evaluations remotely will be considered an asset.

#### **Competencies:**

• Excellent communication skills (verbally and writing in English)

#### **6. DOCUMENTS TO BE REVIEWED**

The Consultant shall read, but is not limited to, the following materials related to understand the work specified under this Consultancy:

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 MTR 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 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 stakeholders in the target area, change in revenue related to project activities
21	List of contracts and procurement items over ~US\$5,000 (i.e. organizations or companies 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

#### 7. FINANCIAL PROPOSAL

#### **Lump sum contract**

**Financial Proposal** that indicates the all-inclusive fixed total contract price excluding the travel related costs as per template attached to the <u>Letter of Confirmation of Interest template</u>. If an applicant is employed by an organization/company/institution, and he/she expects his/her employer to charge a management fee in the process of releasing him/her to UNDP under Reimbursable Loan Agreement (RLA), the applicant must indicate at this point, and ensure that all such costs are duly incorporated in the financial proposal submitted to UNDP

#### 8. EVALUATION

The consultant will be evaluated based on the cumulative analysis. The award of the contract should be made to the individual consultant whose offer has been evaluated and determined as:

- i) Responsive/compliant/acceptable, and
- ii) Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation.
- a. Technical Criteria weight: 70%
- b. Financial Criteria weight: 30%

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	
A Master's degree in chemical science, chemical engineering, natural science, environment science, environmental engineering, or other closely related field (15 marks);	15	
<ul> <li>Recent experience with result-based management evaluation methodologies (10 marks);</li> </ul>	45	

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 SATISFACTORY		
	capacity for the analyzed competence		
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		

#### 9. PAYMENT MODALITIES AND SPECIFICATIONS

- 1. 10% upon submission and approval of Inception Report with methodology.
- 2. 30% upon submission of report on preliminary field assessment visit, sampling and analysis reports of the target contaminated sites in Pakistan
- 3. 20 % upon submission and approval of proposed bioremediation plans specific to each site
- 4. 40% upon submission of site-specific implementation of the decontamination plans at two sites with recommendations for remaining sites

#### 10. APPLICATION PROCESS<sup>1</sup>

#### **Recommended Presentation of Proposal:**

- a) Letter of Confirmation of Interest and Availability using the <u>template</u><sup>2</sup> provided by UNDP;
- b) **CV** and a **Personal History Form** (P11 form<sup>3</sup>);
- c) **Brief description of approach to work/technical proposal** of why the individual considers him/herself as the most suitable for the assignment, and a proposed methodology on how they will approach and complete the assignment; (max 1 page)

<sup>&</sup>lt;sup>1</sup>Engagement of the consultants should be done in line with guidelines for hiring consultants in the POPP: https://info.undp.org/global/popp/Pages/default.aspx

 $<sup>{}^2</sup>https://intranet.undp.org/unit/bom/pso/Support\%20documents\%20on\%20IC\%20Guidelines/Template\%20for\%20Confirmation \underline{\%20of\%20Interest\%20and\%20Submission\%20of\%20Financial\%20Proposal.docx}$ 

<sup>3</sup>http://www.undp.org/content/dam/undp/library/corporate/Careers/P11 Personal history form.doc

#### **ANNEX**

#### ANNEX A - TERMS OF REFERENCES (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
- ANNEX D-PERSONAL HISTORY FORM (P-11)
- ANNEX E-INDIVIDUAL CONSULTANT GENERAL TERMS & CONDITIONS
- **ANNEX F-PROPOSAL SUBMISSION FORM**
- ANNEX G-OFFEROR'S LETTER TO UNDP
- ANNEX H-FINANCIAL PROPOSAL

#### TERMS OF REFERENCE

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

Project Title	Comprehensive reduction and elimination of Persistent Organic Pollutants in Pakistan
Post Title	National Consultant for POPs Terminal Evaluation
Duty Station	Islamabad- Pakistan and Home based
Duration	51 days during the period (20th September 2020– 30 Nov 2020)
Contract	Individual Consultancy Contract – Short Term

Template 1 - formatted for attachment to the <a href="https://jobs-admin.undp.org/index.cfm">https://jobs-admin.undp.org/index.cfm</a>

#### 1. 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 full-sized project titled "Comprehensive Reduction and Elimination of POPs' in Pakistan (PIMS #4600) implemented through UNDP. The project started on 20 March 2015 and is in its final of implementation. The TE process must follow the guidance outlined in the document 'Guidance For Conducting Terminal Evaluations of UNDP-Supported, GEF-Financed Projects' UNDP Guidance for Conducting Terminal Evaluations of UNDP-supported GEF-financed Projects.

#### 2. PROJECT BACKGROUND AND CONTEXT

As an implementing agency of the Global Environment Facility (GEF), UNDP oversees a portfolio of GEF projects in the Chemicals and Waste Focal Area, which are implemented through UNDP's network of Country Offices located in developing countries, as well as numerous UN and other agency partners.

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) upon completion of implementation. All full-sized UNDP supported GEF financed projects are required to undergo a Midterm Review (MTR).

Under this TOR, the UNDP Pakistan CO has to undertake the Terminal Evaluation for USD 5.15 million project "Comprehensive Reduction Elimination of POPs' in Pakistan".

The UNDP Global Environmental Finance (UNDP-GEF) Unit is seeking the services of one national consultant to work as part of a team with an international consultant that will undertake the above-captioned TE during 2020. The specific responsibilities of the national consultant are detailed later in the Annex of this Terms of Reference.

The National consultant will work in concert with the international consultant, assisting in compiling the relevant information for the report, but more importantly objectively analyzing the data and information collected, and ensuring that the final reports meet with the quality standards as per UNDP Evaluation quidance.

#### Project Profile:

The financial details of the project are mentioned as below;

Project Com	prehensive Reuc	tion and Elimination of Persistent	t Organic Pollutants in	n Pakistan
GEF Projec	t 4477		at endorsement	at completion
ID	:   ***//		<u>(Million US\$)</u>	(Million US\$)
UNDP Projec	00091045	GEF financing:	5,150,000	5,150,000
ID	(PIMs 4600)		3,130,000	
Country	Pakistan	UNDP	300,000	300,000
Region	Asia-Pacific	Government:	11,570,000	11,570,000
Focal Area	Persistent	Private Sector:		22,364,822
	Organic		22,364,822	
	Pollutants			
FA Objectives	C\\\/-1	Total co-financing:	34,234,822	34,234,822
(OP/SP)			04,204,022	
Executing	UNDP	Total Project Cost:	39,384,822	39,384,822
Agency	: 01151			
Othe	Will listly Of	ProDoc Signature (date project began):		20 March 2015
Partners	Cilitiate	(Operational) Closing Date	(Operational) Closing Date: Proposed:	
involved	Change		20 Mar 2020	30 Sep 2020

The Objectives of the project are the environmentally safe disposal of POPs (1200 tons of pesticide POPs and 300 tons of PCBs) enhancing at the same time management capacities and disposal of POPs in Pakistan. Although the project could not likely dispose all the pesticide POPs and PCBs existing in Pakistan (also because the exact quantification of these stockpiles is a continuous process which will continue even after project closure) by establishing a proper regulatory and monitoring system and enhancing the disposal capability of the country, the project will ensure that further POPs stockpiles can be effectively and safely disposed by the country as soon as they are identified.

The project intends to achieve this objective improving the regulatory system, enhancing its enforcement, raising awareness on POPs, and by establishing the capacity for POPs monitoring, handling, transport and disposal. This will contribute to the broader **Goal**, which is to reduce risk for the human health and the environment by avoiding the release of POPs in the environment and preventing people exposure to POPs.

The project has been arranged in four components (including Monitoring and Evaluation) as following:

- Component 1. Development and implementation of a Regulatory, Policy and enforcement system to reduce POPs releases
- Component 2. Capacity building of local communities and public and private sector stakeholders to reduce exposure to and releases of POPs
- Component 3. Collection, Transport and Disposal of PCBS and POPS Pesticides
- Component 4. Monitoring and evaluation.

The following is a description of Outcomes under each component

Outcome 1.1. Strengthened POPs regulatory and policy instruments adopted and POPs management systems for controlling and reducing releases of POPs functional.

Outcome 1.2. Government enforcement agencies and other organizations involved in regulating POPs management are able to use tools developed for POPs management and network with/regulate main agencies handling POPs

Outcome 1.3. Governance and enforcement particularly on illegal imports framework for controlling POPs improved.

Outcome 1.4. National Chemicals Profile updated

Outcome 2.1. Stakeholder groups aware of sources and prepared to mitigate POPs exposure and releases with specific reference to pesticide stockpiles.

Outcome 2.2. Cost effective POPs exposure mitigation undertaken focusing mainly on PCBs.

Outcome 2.3. POPs awareness among key target groups, such as decision makers, high/risk occupations etc. raised.

Outcome 2.4 Reduced POPs exposure in occupational setting.

Outcome 3.1. Capacity to undertake POPs disposal projects at provincial level established.

Outcome 3.2. Environmentally Sound Disposal of POPs. Removal of particularly risky POPs stockpiles and the sound disposal of up to 1200 tons of POP pesticides and of 300 tons of PCB

Outcome 3.3. National POPs management and disposal scheme and replication plan developed.

Outcome 4.1. M&E and adaptive management are applied to provide feedback to the project coordination process to capitalize on the project needs; and

Outcome 4.2. Lessons learned and best practices are accumulated, summarized and replicated at the country level and disseminated internationally.

The project outcomes will contribute towards the government's reporting to Stockholm Convention secretariat since the amount of chemicals reported in the National Implementation Plan have to be eradicated and disposed-off from the country. The project is contributing to UNDP corporate goals as mentioned in UNDP's Country Programme Document.

The TE will be conducted according to the guidance, rules and procedures established by UNDP and GEF as reflected in the UNDP Evaluation Guidance for GEF Financed Projects.

The objectives of the evaluation are to assess the achievement of project results, and aid in the overall enhancement of UNDP programming.

Impact of COVID-19 on Pakistan:

Pakistan reported 1,587 new cases of COVID-19 on 19 July 2020. The total number of cases notified since the beginning of the outbreak is 265,083 with 5,599 deaths (CFR: 2.11%). Out of the total 53,555 currently active cases, 2,541 cases are hospitalized, out of which 1,552 (61.07%) are in critical condition. 51,014 COVID-19 positive cases are at designated isolation facilities or in-home isolation. A total of 205,929 (77.68%) have recovered and discharged.

The country is exercising smart lockdowns in areas where there is increased number of reported cases. The flights are now open but limited flights with limited seats are available so advance booking with reasonable timeframe is a must.

#### 3. 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.

In accordance with UNDP and GEF M&E policies and guidelines, GEF-financed projects are required to undergo a Terminal Evaluation (TE) when implementation has completed. This evaluation must follow detailed guidance outlined in the <u>UNDP Guidance for Conducting Terminal Evaluations of UNDP-supported GEF-financed Projects</u>.

The objectives of the TE are to: assess the project design, implementation and achievement of project results; draw lessons that can both improve the sustainability of benefits from this project; and aid in the overall enhancement of UNDP programming.

#### 4. TE APPROACH & METHODOLOGY

The TE 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 midterm 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 Advisors, direct beneficiaries and other stakeholders.

Engagement of stakeholders is vital to a successful TE4. Stakeholder involvement should include interviews with stakeholders who have project responsibilities, including but not limited to (*list*); the GEF operational focal point, UNDP Country Office, project team, UNDP GEF Technical Adviser based in the region and key stakeholders including key experts and consultants in the subject area, Project Board, project beneficiaries, academia, local government and CSOs, etc. Additionally, the TE team is expected to conduct field missions to Islamabad, Lahore, Karachi and Peshawar including the meetings with the Ministry of Climate Change, NEPRA, Ministry of Energy, Pak-EPA, Provincial EPAs, Plant protection department, WAPDA, and other relevant organizations.

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, however, 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.

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

Owing to the ground situation and where it is not advisable to physically go for the meetings, the project team will facilitate the TE team to plan and carry out virtual interviews and meetings with the relevant stakeholders. the evaluation team should be able to revise the approach in consultation with the evaluation

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<sup>&</sup>lt;sup>4</sup> (link to stakeholder engagement in UNDP Eval Guidelines?)

manager and key stakeholders. These changes in approach should be agreed and reflected clearly in the TE Inception Report.)

The TE team need to ensure its availability in Islamabad, however, travel to other cities may or may not be materialized keeping current COVID-19 scenario in mind. The final decision to be taken at an appropriate time; the dates closer to the mission dates.

The final TE report should 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.

An assessment of project performance will be carried out, based against expectations set out in the Project Logical Framework/Results Framework (see <u>Annex A</u>), which provides performance and impact indicators for project implementation along with their corresponding means of verification. The evaluation will at a minimum cover the criteria of: **relevance**, **effectiveness**, **efficiency**, **sustainability and impact**. Ratings must be provided on the following performance criteria. The completed table must be included in the evaluation executive summary. The obligatory rating scales are included in <u>Annex D</u>.

Evaluation Ratings:			
1. Monitoring and Evaluation	rating	2. IA& EA Execution	rating
M&E design at entry		Quality of UNDP Implementation	
M&E Plan Implementation		Quality of Execution - Executing Agency	
Overall quality of M&E		Overall quality of Implementation / Execution	
3. Assessment of Outcomes	rating	4. Sustainability	rating
Relevance		Financial resources:	
Effectiveness		Socio-political:	
Efficiency		Institutional framework and governance:	
Overall Project Outcome Rating		Environmental:	
		Overall likelihood of sustainability:	

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 was initially restricted but with new SOPs in place, the travel is now open to the country. The TE team should develop a methodology that takes this into account the conduct of the TE physically to the capital city Islamabad where most of the stakeholders are present and virtually or remotely for the cities/locations where the travel may be curtailed if the situation doesn't permit and the project will facilitate virtual meetings/interviews etc.

#### 5. DETAILED SCOPE OF THE TE

The TE will assess project performance against expectations set out in the project's Logical Framework/Results Framework (see TOR Annex A). The TE will assess results according to the criteria outlined in the Guidance for TEs of UNDP-supported GEF-financed Projects <u>UNEG 'Ethical Guidelines for Evaluations'</u>.

The Findings section of the TE report will cover the topics listed below.

A full outline of the TE report's content is provided in ToR Annex C.

The asterisk "(\*)" indicates criteria for which a rating is required.

#### **Findings**

#### Project Design/Formulation

- National priorities and country driven-ness
- Theory of Change
- Gender equality and women's empowerment
- Social and Environmental Safeguards
- 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
- Management arrangements

#### ii. Project Implementation

- 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 (\*)
- Implementing Agency (UNDP) (\*) and Executing Agency (\*), overall project oversight/implementation and execution (\*)
- Risk Management, including Social and Environmental Standards

#### iii. Project Results

- Assess the achievement of outcomes against indicators by reporting on the level of progress for each objective and outcome indicator at the time of the TE and noting final achievements
- Relevance (\*), Effectiveness (\*), Efficiency (\*) and overall project outcome (\*)
- Sustainability: financial (\*) , socio-political (\*), institutional framework and governance (\*), environmental (\*), overall likelihood of sustainability (\*)
- Country ownership
- Gender equality and women's empowerment
- Cross-cutting issues (poverty alleviation, improved governance, climate change mitigation and adaptation, disaster prevention and recovery, human rights, capacity development, South-South cooperation, knowledge management, volunteerism, etc., as relevant)
- GEF Additionality
- Catalytic Role / Replication Effect
- Progress to impact

#### 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 and worst
  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 include results related to 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 the project titled" COMPREHENSIVE REDUCTION AND ELIMINATION OF PERSISTENT ORGANIC POLLUTANTS IN PAKISTAN"

Monitoring & Evaluation (M&E)	Rating <sup>5</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	
Sustainability	Rating
Financial resources	
Socio-political/economic	
Institutional framework and governance	
Environmental	
Overall Likelihood of Sustainability	

<sup>&</sup>lt;sup>5</sup> Outcomes, Effectiveness, Efficiency, M&E, I&E Execution, Relevance are rated on a 6-point rating 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)

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#### 6. TIMEFRAME

The total duration of the TE will be approximately 26 days over a time period of 12 weeks starting Sep 05, 2020 and shall not exceed three months from when the TE team is hired. The tentative TE timeframe is as follows:

- Sep 09, 2020: Application closes
- Sep 17, 2020: Selection of TE Team
- Sep 19, 2020: Prep the TE team (handover of project documents)
- Sep 22, 2020: (04 days:) Document review and preparing TE Inception Report 24 Sep
- Sep 30, 2020: (08 days): Finalization and Validation of TE Inception Report- latest start of TE mission
- Oct 15, 2020): (15 days): TE mission: stakeholder meetings, interviews, field visits
- Oct 25, 2020: Mission wrap-up meeting & presentation of initial findings- earliest end of TE mission
- Nov 05, 2020: (10 days): Preparation of draft TE report 10 Nov
- Nov 15, 2020: Circulation of draft TE report for comments
- Nov 20,2020: 05 days: Incorporation of comments on draft TE report into Audit Trail&finalization of TE report
- Nov 25, 2020: Preparation & Issue of Management Response 2 Dec
- Nov 30, 2020: Expected date of full TE completion

30 Nov The expected date start date of contract is Sep 17, 2020.

Options for site visits should be provided in the TE Inception Report.

#### 7. TE DELIVERABLES

#	Deliverable	Description	Timing	Responsibilities
1	TE Inception Report	TE team clarifies objectives, methodology and timing of the TE	No later than 2 weeks before the TE mission: Sep 22, 2020	TE team submits Inception Report to Commissioning Unit and project management
2	Presentation	Initial Findings	End of TE mission: Oct 20, 2020	TE team presents to Commissioning Unit and project management
3	Draft TE Report	Full draft report (using guidelines on report content in ToR Annex C) with annexes	Within 3 weeks of end of TE mission: Oct 30, 2020	TE team submits to Commissioning Unit; reviewed by BPPS-GEF RTA, Project Coordinating Unit, GEF OFP
5	Final TE Report* + Audit Trail	Revised final report and TE Audit trail in which the TE details how all received comments have (and have not) been addressed in the final TE report (See template in ToR Annex H)	Within 1 week of receiving comments on draft report: Nov 15, 2020	TE team submits both documents to the Commissioning Unit

\*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>6</sup>

#### 8. TE ARRANGEMENTS

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

The Commissioning Unit will contract the consultants 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.

The TE team will reach Islamabad and meet with all the key stakeholders. For any visits outside Islamabad, the UNDP CO will arrange travel and bear the cost as per UNDP rules and policies. If the travel to other cities does not take place, then the remote arrangements shall be carried out by the project team in coordination with the UNDP CO.

Following to be noted for travel:

- The BSAFE course must be successfully completed prior to commencement of travel;
- Individual Consultants are responsible for ensuring they have vaccinations/inoculations when travelling to certain countries, as designated by the UN Medical Director.
- Consultants are required to comply with the UN security directives set forth under: https://dss.un.org/dssweb/
- All related travel expenses will be covered and will be reimbursed as per UNDP rules and regulations
  upon submission of an F-10 claim form and supporting documents.

#### 9. TE TEAM COMPOSITION

The evaluation team will be composed of one *international and one national evaluators*. The consultants shall have prior experience in evaluating similar projects. Experience with GEF financed projects is an advantage. The International Consultant shall be the team leader, with the national consultant having a supportive role compiling information as required. The evaluators selected should not have participated in the project preparation and/or implementation and should not have conflict of interest with project related activities.

The National Consultant must present the following qualifications:

#### Education

• A Master's degree in chemical science, chemical engineering, natural science, environment science, environmental engineering, or other closely related field (10 marks);

#### Experience

- Recent experience with result-based management evaluation methodologies (10 marks);
- Experience applying SMART indicators and reconstructing or validating baseline scenarios for at least 7 years (05 marks);
- Experience working with the GEF or GEF-evaluations for at least 5 years (5 marks);
- Work experience in relevant technical areas for at least 05 years (10 marks);

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

- Demonstrated understanding of issues related to gender and hazardous chemicals; experience in gender sensitive evaluation and analysis (10 marks);
- Project evaluation/review experiences within United Nations system will be considered an asset (10 marks);
- Experience with implementing evaluations remotely will be considered an asset.

#### Language

Excellent communication skills (verbally and writing in English) (10 marks);

#### 10. EVALUATOR ETHICS

The TE team will be held to the highest ethical standards and is required to sign a code of conduct upon acceptance of the assignment. This evaluation will be conducted in accordance with the principles outlined in the UNEG 'Ethical Guidelines for Evaluation'. The evaluator must safeguard the rights and confidentiality of information providers, interviewees and stakeholders through measures to ensure compliance with legal and other relevant codes governing collection of data and reporting on data. The evaluator must also ensure security of collected information before and after the evaluation and protocols to ensure anonymity and confidentiality of sources of information where that is expected. The information knowledge and data gathered in the evaluation process must also be solely used for the evaluation and not for other uses without the express authorization of UNDP and partners.

#### 11.PAYMENT SCHEDULE

- 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%:

- The final TE report includes all requirements outlined in the TE TOR and is in accordance with the TE quidance.
- 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.
- In line with the UNDP's financial regulations, when determined by the Commissioning Unit and/or the consultant that a deliverable or service cannot be satisfactorily completed due to the impact of COVID-19 and limitations to the TE, that deliverable or service will not be paid.
- Due to the current COVID-19 situation and its implications, a partial payment may be considered if the consultant invested time towards the deliverable but was unable to complete to circumstances beyond his/her control.

#### 12. APPLICATION PROCESS<sup>7</sup>

**Recommended Presentation of Proposal:** 

- a) Letter of Confirmation of Interest and Availability using the template8 provided by UNDP;
- b) **CV** and a **Personal History Form** (P11 form<sup>9</sup>);
- c) Brief description **of approach to work/technical proposal** of why the individual considers him/herself as the most suitable for the assignment, and a proposed methodology on how they will approach and complete the assignment; (max 1 page)
- d) **Financial Proposal** that indicates the all-inclusive fixed total contract price. The term "all inclusive" implies all cost will include professional fees but not travel related costs since the travel will be managed by UNDP itself keeping COVID-19 scenario in consideration. The template is attached to the <u>Letter of Confirmation of Interest template</u>. If an applicant is employed by an organization/company/institution, and he/she expects his/her employer to charge a management fee in the process of releasing him/her to UNDP under Reimbursable Loan Agreement (RLA), the applicant must indicate at this point, and ensure that all such costs are duly incorporated in the financial proposal submitted to UNDP.

All application materials should be submitted to the address (UNDP Registry, Quotation/Bids/Proposals, United Nations Development Programme, Serena Business Complex, 2<sup>nd</sup> Floor, Khayaban-e-Suharwardy, Islamabad, Pakistan - Tel: 051-8355600 Fax: 051-2600254-5)

in a sealed envelope indicating the following reference "Consultant for Terminal Evaluation of the project titled "COMPREHENSIVE REDUCTION AND ELIMINATION OF PERSISTENT ORGANIC POLLUTANTS IN PAKISTAN" or by email at the following address ONLY: (bids.pk@undp.org) by 2400 hrs, Aug 25, 2020. Incomplete applications will be excluded from further consideration.

**Criteria for Evaluation of Proposal:** Only those applications which are responsive and compliant will be evaluated. Offers will be evaluated according to the Combined Scoring method – where the educational background and experience on similar assignments will be weighted at 70% and the price proposal will weigh as 30% of the total scoring. The applicant receiving the Highest Combined Score that has also accepted UNDP's General Terms and Conditions will be awarded the contract.

#### 13.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>&</sup>lt;sup>7</sup> Engagement of evaluators should be done in line with guidelines for hiring consultants in the POPP https://popp.undp.org/SitePages/POPPRoot.aspx

 $<sup>\</sup>frac{8 \text{https://intranet.undp.org/unit/bom/pso/Support\%20documents\%20on\%20IC\%20Guidelines/Template\%20for\%20Confirmation}{n\%20of\%20Interest\%20and\%20Submission\%20of\%20Financial\%20Proposal.docx}$ 

<sup>9</sup> http://www.undp.org/content/dam/undp/library/corporate/Careers/P11 Personal history form.doc

# ToR Annex A: Project Logical/Results Framework

Project Extent to The Existing Project Objective: which provisions on SC Extent to On chemical Coumentati Regulatory authors SC	
Project Extent to The Existing Project Objective: which integration of Reducing provisions on SC on chemical documentati Regulatory auth	
Objective: which integration of regulation reports and Risks:  Reducing provisions on SC on chemical documentati Regulatory auth	
Reducing provisions on SC on chemical documentati Regulatory auth	
	norities not
human health POPs requirement managemen on. committed to is	ssue new
and comprehensive on POPs in the t updated Official acts regulation.	
environment ly integrated existing and related to the POPs stockpile	and PCBs
al risks by into the regulation is enforced promulgation not timely ident	tified are
enhancing regulation on very limited. with of new / released in the	
management chemicals, A harmonized provisions amended environment.	
capacities waste, regulatory related to laws. Technology for	disposing
and disposal environmental system aimed POPs Training POPs and PCBs	not timely
of POPs in targets. at reducing reports established.	
Pakistan Comprehensiv release of, and An Workshop – Assumptions.	
e regulation, exposure to integrated meeting Inventory of PC	Ps and
clean up POPs and system for minutes. PCBs already st	arted at
targets, and hazardous enforcing Hazardous PPG stage, and	is the first
guidance on chemicals is and Waste and most urger	nt project
POPs still missing. controlling Manifests activity.	
contaminated Awareness of proper Site surveys The GoP is high	ly
sites in place institutional managemen Interview and committed to e	establish a
and tested on and industrial t of POPs, questionnair modern environ	nmental
a number of stakeholders, both ad es. regulation impl	ementing in
contaminated as well as the administrati a sustainable w	ay the SC
sites. general public on and provisions.	
is low. industrial The project will	l follow a
Extent to sectors double approach	ch for
which POPs pesticide adopted disposal of POP	s, which will
awareness on stockpile and ensure that, in	case a
POPs of PCB A domestic dispos	sal
relevant contaminated comprehensi technology can	not be
stakeholders equipment are ve package identified, POPs	s can be still
measurably unsafely of send abroad for	r disposal in
enhanced. stored and regulations compliance wit	h the Basel
often and convention.	
Extent to dispersed in guidance for	
which capacity the POPs	
of local environment reduction	
communities as a result of and disposal,	
and public and floods. permitting of	
private sector disposal	

stakeholders	Capacity and	facilities,	
to reduce	infrastructures	PCB	
exposure to	for the	inventory	
POPs and their	management	and	
releases	and disposal	treatment	
enhanced.	of POPs	established.	
	stockpiles and	Managemen	
Percentage	PCBs is	t capacity of	
increase in	missing.	government	
tons of POPs		al and	
pesticide		industrial	
stockpiles and		stakeholders	
PCBs properly		increased.	
managed and		Awareness	
disposed off		of relevant	
		stakeholders	
		at all level is	
		significantly	
		enhanced,	
		At least 1200	
		tons of POPs	
		pesticide	
		and 300 tons	
		of PCBs	
		contaminate	
		d equipment	
		safely	
		collected,	
		stored and	
		disposed off.	

# Component 1. Development and implementation of a Regulatory, Policy and enforcement system to reduce POPs releases

Outcome	Number of	The initial	Key POPs	Gap analysis	Risks:
.1.1.	regulatory	POPs	related	report of the	1) Lack of coordination of
strengthened	tools relevant	pesticides as	national	current	the relevant institutions
POPs	to the	included in	legislation	regulatory	and ministries
regulatory	management	the Stockholm	developed.	system with	2) Conflicting objectives of
and policy	of POPs	Convention		SC	different ministries /
instruments	including PCBs,	before 2009	National	Meeting	stakeholders which may
adopted and	hazardous	are banned in	Technical	minutes.	render difficult the
POPs	waste	Pakistan,	POPs	Text of new	negotiation on an
management	pesticides,	through the	managemen	or amended	integrated regulation.
systems for	release and	Agricultural		regulation.	

controlling	emission limits	Pesticides	t Guidelines	Text of	3) Lack of commitment of
and reducing	for disposal	Ordinance,	developed.	enforcement	relevant stakeholders.
releases of	facilities,	1971.		rules for	4) Timing and complexities
POPs	analyzed,	New POPs like		management	of procedures for the
functional	revised and	PFOs and		of POPs.	examination, voting and
	amended to	brominated		Interview,	adoption of new technical
	consistently	flame		site visit,	regulations.
	take into	retardants are		questionnair	5) Provisions on
	account SC	not regulated		e with	import/export activities
	provisions on	in Pakistan		relevant	would require bilateral
	POPs.	A PCBs		stakeholders	agreement with boundary
	. 0. 0.	regulation is		otanon ora ora	countries which may be
		completely			difficult to implement.
		missing.			6) Lack of commitment –
		Regulation on			capacity in drafting the
		U-POPs			Pakistan chemical profile.
		emission is			7) Training effectiveness
		not compliant			limited or not properly
		with the SC			assessed due to limited
		BAT/BEP			participation or limited
		<i>5,</i> (1, 52)			quality control.
Outcome 1.2	Number of	Inadequate	60 staff	Text of	quanty control.
Government	national	specialized	from central	adopted	Assumptions/countermeas
enforcement	Technical POPs	skills, financial	and	administrativ	ures:
agencies and	management	resources,	provincial	e procedures	1) 2) and 3) Coordination
other	Guidelines	equipment	level	and circulars	and solution of conflicts
organizations	compliant with	and working	administrati	establishing	among different
involved in	SC developed	tools by	on trained	POPs	stakeholders may be
regulating	and effectively	respective	on	management	solved by involving them in
POPs	implemented.	institutions	enforcement	at central	the project steering
management	<b>,</b>	dealing with	of POPs	and	committee and/or in
are able to	Number of	POPs;	related	provincial	specific project activities
use tools	management	Lack of	provisions.	level.	and establishing a well-
developed for	and	dedicated	Guidance /	Training	staffed PMO for project
POPs	enforcement	administrative	circulars on	material,	management. A "POPs
management	staff at	structure.	PCB	training	regulation coordination
and network	national and		identificatio	minutes,	office" will be established
with/regulate	provincial level		n, inventory	outcome of	at federal level which will
main	in at least 4		labelling and	pre and post	interact with PMU and will
agencies	provinces have		disposal	assessment	coordinate with all
handling	enhanced		issued;	of the	governmental bodies
POPs.	skills/capacitie		Guidance /	participants.	involved in regulatory
	s on POPs		circulars on		work.
	management		obsolete		4) The selection of the
	and		pesticides		proper procedure and type
	enforcement.		including		of regulatory instruments
	enforcement.		including		of regulatory instruments

POPs   identification   n, inventory   and disposal   sissed;   Guidance for   import / export of   POPs   containing   materials   and goods.	Tr.					
n, inventory and disposal documents annexed to existing laws) for POPs related legislation will ensure that regulation is adopted within project deadline.  Outcome 1.3. Governance and enforcement offices out of the total number which imports of framework for controlling POPs pOPs management.  Number of officers on all the main customs officer formal all the main customs successfully trained.  Number of officer on the export of the total officer so the imports end officer so the dall the main customs all the main customs successfully trained.  Number of officer on the export of the total of life electrical successfully trained.  Number of officer of the total officer on the export of the participants.  Number of officer of the total officer of the of				POPs		(i.e. decree instead of laws,
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Dutcome 1.3.   Governance and enforcement particularly on illegal imports framework for controlling POPs improved.   Imadequate pofficers on officers and all the main customs officers from all the main customs successfully trained.   Imadequate equipment customs successfully trained.   Imadequate equipment and popped imports trained on POPs issues and strategies.   Imadequate equipment and popped imports trained on POPs issues and strategies.   Imadequate equipment and popped imports trained on POPs issues and strategies.   Imadequate equipment and popped imports trained on POPs issues and strategies.   Imadequate equipment and popped imports trained on POPs issues and strategies.   Imadequate equipment and popped imports trained on POPs issues and strategies.   Imadequate equipment and popped imports trained on POPs issues and strategies.   Imadequate equipment and popped imports trained on POPs issues and strategies.   Imadequate equipment and popped imports trained on POPs issues and strategies.   Imadequate equipment and popped imports trained on POPs issues and strategies.   Imadequate equipment and popped imports trained on POPs issues and strategies.   Imadequate equipment and popped imports trained on POPs issues and strategies.   Imadequate equipment and popped imports trained on POPs issues and strategies.   Imadequate equipment and popped imports trained on POPs issues and popped imports trained on POPs issues and strategies.   Imadequate equipment and popped imports trained on POPs issues and strategies.   Imadequate equipment and popped imports trained on POPs issues and popped import				n, inventory		documents annexed to
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Outcome 1.3.   Governance and enforcement particularly on illegal improved.   Number of and custom officers or controlling POPs improved.   Number of and in custom officers from all the main customs successfully trained.				Guidance for		ensure that regulation is
Outcome 1.3.   Governance and enforcement particularly on illegal improved.   Number of and custom officers or controlling POPs improved.   Number of and in custom officers from all the main customs successfully trained.				import /		adopted within project
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enforcement particularly on illegal imports framework for controlling POPs improved.  Number of officers from all the main customs successfully trained.  Number of Officers from all the main customs successfully trained.  Number of offices from all the main customs successfully trained.  Namber of officers from all the main customs successfully trained.  Namber of officers from all the main customs successfully trained.  Namber of officers from all the main customs successfully trained.  Namber of officers from all the main customs successfully trained.  Namber of officers from all the main customs successfully trained.  Namber of officers from all the main customs successfully trained.  Namber of officers from all the main customs successfully trained.  Namber of officers on time export on the export of officers and managers trained on POPs issues and strategies.  All the main customs in Pakistan have adopted procedures and circulars enforcement of propositions of provisions of provisions related to import/expo inspectorate endet of procedures and circulars establishing of provisions related to import/expo inspectorate substances or POPs substances or POPs containing or containing or of PCB containing or customs of life electrical equipment of of PCB containing or customs of the managers trained on POPs issues and strategies.  All the main customs in Pakistan have adopted procedures and circulars establishing of provisions requite ented to provisions of provisions proposition of provisions related to provided in provided in officers.  Training material, training outcome of pre and post assessment of the participants.  Namer of of PCB containing or containing or containing or darticles management.  Custom officers and managers training or providing information for drafting the country chemical assistance will be mobilitied by the project, involving national and international expert with outstanding or providing infor				•	-	•
particularly on illegal imports of illegal imports for omitted framework for controlling POPs improved.  Number of officers from all the main customs successfully trained.  Number of Officers from all the main customs successfully trained.  Number of officers from all the main customs successfully trained.  Nor illegal imports have adopted procedures for unable procedures and circulars enforcement of provisions proved.  India, Iran, Afghanistan ) ratified or accessed the Stockholm convention, 7) Pakistang government is strongly motivated in providing information for drafting the country chemical profile. Technical assistance will be mobilised to atricles outcome of pre and post and a strategies.  Namber of officers from all the main customs strategies.  Number of officers from all the main customs in Pakistan have adopted procedures and circulars entablishing of provisions of provisions providing information for drafting the country chemical providing information for drafting the country chemical assistance will be mobilised training material, training outcome of pre and post assessment of the participants.  Custom officers and managers trained on POPs issues and strategies.  All the main customs in Pakistan have adopted procedures and circulars and circulars establishing of providing information for drafting the country chemical management. To providing information for drafting the country chemical in providing information for drafting the country chemical assistance will be mobilised by the project, involving national and international expert in providing information for drafting the country chemical assistance will be mobilised by the project, involving national and international expert in providing information for drafting the country chemical assistance will be mobilised training assessment of the particip			•			
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imports framework for controlling POPs and circulars establishing POPs improved.  Number of officers from all the main customs successfully trained.  Named.  Number of officers from all the main customs successfully trained.  Number of officers and of life equipment  Number of officers and successfully trained.  Number of officers and office						
framework for controlling POPs and circulars establishing POPs improved.    Number of officers from all the main customs successfully trained.   Pops trained.   Pops trained   Pops train	_		1		_	
for controlling POPs establishing POPs improved.    Marker of Controlling POPs improved.   More of Content of Officers from all the main Customs Successfully trained.   More of Custom officers and managers trained on POPs issues and strategies.   More of Content of Officers and Strategies.   More of Custom of the Export of the Customs of the Customs of the Custom of POPs issues and of the Customs of the Custom of POPs issues and of the Custom of the Custom of the Strategies.   More of Custom of the Strategies.   More of Custom of the Custom of the Strategies.   More of Custom of the Custom of the Strategies.   More of Custom of the Custom of the Strategies.   More of Custom of Strategies of the Strategies.   More of Custom of Custom of Strategies of Custom of Strategies of Custom of Strategies of Custom of Strategies of Custom of Custom of Strategies of Custom of Strategies of Custom of Strategies of Custom of Strategies of Custom of Custom of Custom of Custom of Strategies of Custom of Custom of Custom of Custom of Custom of Custom of Strategies of Custom	•	•	1	· ·	POPs	
controlling POPs improved.    Controlling POPs   POPs   POPs   Services   Cack of control on the export officers from all the main customs successfully trained.   Custom POPs issues and strategies.   Custom Strategies.   Custom Strategies.   Custom Strategies.   Custom Strategies.   Custom Strategies   Customs in Pakistan have adopted procedures and circulars   Custom Strategies   Cu	framework		· -		_	
POPs improved.  POPs management.  Number of officers from all the main customs successfully trained.  POPs improved.  POPs management.  Number of officers from all the main customs successfully trained.  POPs management.  Number of of PCB contaminate d articles electrical equipment  Number of of life electrical successfully trained.  POPs issues and post strategies.  All the main customs in Pakistan have adopted procedures and circulars  POPs issued and circulars  POPs issued and circulars  POPs issued sand circulars  PoPs issued substances or POPs araining material, assistance will be mobilised by the project, involving national and international expert with outstanding experience in chemical management, to ensure the successful completion of that task.  8) To access the training sessions, candidate will have to pass an initial test which will demonstrate the progress achieved and hence effectiveness of the training. The trainees passing the final test will receive an official certificate issued by	for	and circulars	POPs	import/expo		= :
improved.    management.   Lack of control on the export on the export of Officers from all the main customs successfully trained.   Custom of POPs issues and strategies.	controlling	establishing	inspectorate	rts of POPs	officers.	providing information for
Number of of PCB contaminate of officers from all the main customs successfully trained.  On the export of PCB contaminate of life electrical equipment officers and managers trained on POPs issues and strategies.  All the main customs in Pakistan have adopted procedures and circulars  On the export of PCB contaminate training or content of end of the officers of the officers of the project, involving national and international on training or outcome of expert with outstanding pre and post experience in chemical management, to ensure of the participants.  Of the participants.  It rained on project, involving national and international expert with outstanding experience in chemical management, to ensure of the participants.  Of the participants.  All the main customs in pakistan have adopted procedures and circulars  On the export contaminate training by the project, involving national and international expert with outstanding exp	POPs	POPs	services	substances		
Number of officers from all the main customs electrical equipment  Trained.  Number of officers from content of end all the main customs electrical equipment  Trained.  Custom officers and managers trained on POPs issues and strategies.  All the main customs in Pakistan have adopted procedures and circulars  Number of officers from content of end of different and customs in Pops is a contaminate training minutes, outcome of expert with outstanding experience in chemical management, to ensure of the practicipants.  No trained on propose issues and strategies.  No training minutes, outcome of expert with outstanding experience in chemical management, to ensure of the participants.  No training minutes, outcome of expert with outstanding experience in chemical management, to ensure of the the successful completion of that task.  No training minutes, outcome of expert with outstanding experience in chemical management, to ensure of the the successful completion of that task.  No training minutes, outcome of expert with outstanding experience in chemical management, to ensure of the the successful completion of that task.  No training management, to ensure the successful completion of that task.  No training management, to ensure the successful completion of that task.  No training management, to ensure the successful completion of that task.  No training management, to ensure the successful completion of that task.  No training management, to ensure the successful completion of that task.  No training management, to ensure the experiment of the successful completion of that task.  No training management, to ensure the experiment of the successful completion of that task.  No training management, to ensure the experiment of the successful completion of that task.  No training management, to ensure the experiment of the successful completion of that task.  No training management, to ensure the experiment of the successful completion of that task.  No training management, to ensure the experiment of the successful com	improved.	management.	Lack of control	or POPs	Training	chemical profile. Technical
officers from all the main customs electrical successfully trained.  Custom officers and managers trained on POPs issues and strategies.  All the main customs in Pakistan have adopted procedures and circulars  Officers from of life established.  Outcome of pre and post assessment of the management, to ensure the successful completion of that task.  8) To access the training sessions, candidate will have to pass an initial test which will serve also as baseline; and a final test, which will demonstrate the training. The trainees passing the final test will receive an official certificate issued by			on the export	containing or	material,	assistance will be mobilised
all the main customs successfully trained.  of life electrical equipment  Custom officers and managers trained on POPs issues and strategies.  All the main customs in Pakistan have adopted procedures and circulars  all the main customs in Pops is and circulars  all the main customs in procedures and circulars  all the main customs in procedures and circulars  of life established.  Outcome of pre and post assperience in chemical management, to ensure the successful completion of that task.  8) To access the training sessions, candidate will have to pass an initial test which will demonstrate the progress achieved and hence effectiveness of the training. The trainees passing the final test will receive an official certificate issued by		Number of	of PCB	contaminate	training	by the project, involving
customs successfully trained.  equipment  Custom officers and managers trained on POPs issues and strategies.  All the main customs in Pakistan have adopted procedures and circulars    Poption   Poption   Poption		officers from	content of end	d articles	minutes,	national and international
successfully trained.  equipment  Custom officers and managers trained on POPs issues and strategies.  All the main customs in Pakistan have adopted procedures and circulars  Equipment  Custom of the participants.  8) To access the training sessions, candidate will have to pass an initial test which will serve also as baseline; and a final test, which will demonstrate the progress achieved and hence effectiveness of the training. The trainees passing the final test will receive an official certificate issued by		all the main	of life	established.	outcome of	expert with outstanding
trained.  officers and managers trained on POPs issues and strategies.  All the main customs in Pakistan have adopted procedures and circulars  of the participants.  of the participants.  of the participants.  of the participants.  strategies.  of the participants.  8) To access the training sessions, candidate will have to pass an initial test which will serve also as baseline; and a final test, which will demonstrate the progress achieved and hence effectiveness of the training. The trainees passing the final test will receive an official certificate issued by		customs	electrical		pre and post	experience in chemical
trained.  officers and managers trained on POPs issues and strategies.  All the main customs in Pakistan have adopted procedures and circulars  and circulars  of the participants.  of that task.  8) To access the training sessions, candidate will have to pass an initial test which will serve also as baseline; and a final test, which will demonstrate the progress achieved and hence effectiveness of the training. The trainees passing the final test will receive an official certificate issued by		successfully	equipment	Custom	assessment	management, to ensure
managers trained on POPs issues and strategies.  All the main customs in Pakistan have adopted procedures and circulars  participants.  of that task. 8) To access the training sessions, candidate will have to pass an initial test which will serve also as baseline; and a final test, which will demonstrate the progress achieved and hence effectiveness of the training. The trainees passing the final test will receive an official certificate issued by		trained.		officers and	of the	the successful completion
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POPs issues and strategies.  All the main customs in Pakistan have have adopted procedures and circulars  sessions, candidate will have to pass an initial test which will serve also as baseline; and a final test, which will demonstrate the progress achieved and hence effectiveness of the training. The trainees passing the final test will receive an official certificate issued by						8) To access the training
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All the main customs in progress achieved and hence effectiveness of the training. The trainees adopted passing the final test will procedures and circulars certificate issued by				Julia Cegico.		
customs in Pakistan have adopted procedures and circulars  progress achieved and hence effectiveness of the training. The trainees passing the final test will receive an official certificate issued by				All the main		
Pakistan hence effectiveness of the training. The trainees adopted passing the final test will procedures and circulars certificate issued by						
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adopted passing the final test will procedures and circulars certificate issued by						
procedures receive an official certificate issued by						_
and circulars certificate issued by				=		' =
				•		
establishing (identify). The above will						
				establishing		(identify). The above will

			200		
			POPs		ensure at the same time
			managemen		willingness to attend
			t.		training course and
					quality/effectiveness of the
					training
Outcome 1.4.	Availability of	A chemical	Data	Update	Risk:
Comprehensi	an updated	profile for the	compilation	chemical	Upgrading of Chemical
ve National	chemical	country was	and	profile report	profile not fully taking into
Chemicals	profile report	completed in	elaboration	– preliminary	account changes
Profile	for Pakistan.	2009 by the	of an	and final	_
improved and		International	updated	draft	Assumption:
updated with		Cooperation	Chemicals		Enough data on chemical
enhanced		Wing of the	Profile for		management will be made
steps taken		former	Pakistan		available at starting of the
for better		Ministry of	with special		project and further data
		Environment.	reference to		will be generated in the
respnse		The chemical			=
			1) priority		course of project
		profile	concerns		implementation.
		includes	related to		The expert involved in
		description of	chemicals in		drafting of chemical profile
		the chemical	all stages of		have significant experience
		management	their Life		on the matter
		in the country,	Cycles 2)		
		including	Legal		
		regulatory	Instruments		
		framework	and		
		and	institutional		
		management	framework		
		of hazardous	3) Chemical		
		waste, which	Emergency		
		will obviously	preparednes		
		need to be	s 4)		
		updated as a	Managemen		
		result of the	t of POPs 5)		
		activity of the	Disposal		
		project	capacity for		
		' '	PCBs and		
			POPs.		
Component 2.	l Capacity building	l of local communi	l ties and public a	nd private secto	r stakeholders to reduce
-	d releases of POP				
Outcome 2.1.	Number of	Poor	Developmen	Interview and	Risks:
Stakeholder	institutes and	information	t of	questionnair	1) Stakeholders and
groups aware	communities	exchange and	awareness	es.	interest groups not
of sources	receiving	data keeping;	and training		properly identified;
and prepared			programs of		

An oritinate	- <b>ff</b> + i	la a da sucata		D-1-1	2)
to mitigate	effective	Inadequate	sources and	Raising	2) Awareness and training
POPs .	Training on	resources for	cost-	awareness	program not properly
exposure and	POPs exposure	dissemination	effective	materials and	targeted to the audience
releases.		of information	POPs	documents.	3) Training effectiveness
	Percentage	on the viable	exposure	Material and	limited or not properly
	increase in the	POPs	and release	minutes of	assessed due to limited
	level of	alternatives	reduction	the	participation or limited
	awareness of		steps as well	awareness	quality control.
	main private	Lacking of	as	workshops.	4) Enterprises may be not
	and public	information	alternatives	Training	committed to send their
	stakeholders,	and	to POPs.	material,	personnel for training or
	on cost	procedures for	Professional	training	workers not allowed / not
	effective POPs	preventing	and	minute,	willing to leave the job for
	exposure,	exposure to	community	outcome of	the duration of the
	POPs release	and release of	level training	pre and post	training.
	reduction and	POPs	sessions on	assessment	
	alternative to		POPs	of the	Assumptions/countermeas
	POPs		exposure	participants	ures:
			mainly for		1) A specific activity on
			PCBs and		stakeholder identification
			release		will be launched at project
			undertaken		starting, with the support
			as well as		of known governmental,
			risks with		NGOs, and industrial
			unauthorize		stakeholders.
			d products		2) Awareness and training
			reduction		programs will be based on
			covering 30		the result of awareness
			institutes		and training gap analysis
			and 50		carried out by
			communities		stakeholders.
					3) To access the training
			Training of		sessions, candidate will
			PCB holders		have to pass an initial test
			in safe PCB		which will serve as
			handling		baseline; and a final test,
			during		which will demonstrate the
			maintenance		progress achieved and
Outcome 2.2	Number of	Lack of	Specific	Interview and	hence effectiveness of the
Cost effective	people	guidelines on	guidance	questionnair	training. The trainees
POPs	successfully	risk	documents	es.	passing the final test will
exposure	trained for	minimization	developed	Guidance	receive an official
mitigation	each relevant	procedures for	and training	documents	certificate issued by
undertaken	sector.	handling,	for PCB	for PCB	implementing and
focusing		transportation	holders in	owners.	executing agency The
		, storage and	safe PCB		above will ensure at the
	1	<u> </u>	<u> </u>	<u> </u>	1

mainly on PCBs.	Percentage of people have enhanced post-training skills for safe PCB handling during maintenance.	disposal of PCB contaminated equipment. Lack of adequate legal provision for monitoring of POPs release and their effects to human environment; There are no legal provisions focusing on PCBs management	handling during maintenance undertaken, At least 50 people from the power generating and distribution sectors and 50 people from large electricity consumption factories which are owners of potentially PCB contaminate d equipment trained	Training material, training minute, outcome of pre and post assessment of the participants	same time willingness to attend training course and quality/effectiveness of the training  4) A ToT (Training of Trainers) approach for enterprises will be adopted to optimize time spent by workers and enterprises staff in attending training.  5) Enterprises will appreciate how a better trained staff on POPs and safety at work will eventually imply a reduction in their liabilities and a better integration in the community.
Outcome 2.3. Awareness on POPs pesticides among key target groups, such as decision makers, high/risk occupations etc. raised.	Number of institutes and communities effectively trained.  Percentage of women with enhanced awareness on POPs	Lack of awareness, both for the public at large, decision makers or farmers, on public awareness on health and environmental risks associated with POP pesticides.	At least 30 institutes and 50 communities in relevant areas (agriculture intensive, manufacturi ng districts, power sector, and waste managemen t) trained on pesticidal POPs and their toxicology features,	Interviews, questionnair es, Training material, training minutes, outcome of pre and post assessment of the participants-	

			POPs		
			exposure scenario,		
			alternatives		
			to POPs and		
			POPs-free		
			technologies		
			including a		
			specific		
			training		
			activity for		
			addressing		
			gender issue,		
			carried out.		
Outcome 2.4	Number of	Inadequate	Guidance for	Interviews,	
Reduced	specific	resources to	exposure	questionnair	
POPs	industrial	support	reduction to	es,	
exposure in	sector for	preparation	POPs in	Training	
occupational	which training	and execution	priority	material,	
setting.	on POPs has	of training and	areas,	training	
	been	awareness	including	minutes,	
	effectively	raising	non-	outcome of	
	delivered.	program.	occupational	pre and post	
			exposure	assessment	
	Extent to	Lack of	and gender-	of the	
	which	knowledge on	related	participants-	
	industries have	safety at	exposure		
	integrated	workplace,	developed.		
	POPs issues	risk reduction,			
	adopted into	use of PPE in	Operators		
	their	most	from at least		
	management	industries.	5 specific		
	and		industrial		
	supervision		sectors		
	structure.		(waste		
			managemen		
			t and		
			recycling,		
			textile		
			manufacturi		
			ng, electric		
			power		
			sector,		
			agriculture,		
			iron and		
			steel, ship-		
			steel, ship-		

			breaking,		
			plastic) and		
			control		
			authorities		
			trained on		
			POPs		
			reduction,		
			BAT/BEP,		
			PPE		
			At least 5		
			industries		
			and control		
			authorities		
			have		
			integrated		
			POPs issues		
			into their		
			managemen 		
			t and		
			supervision		
			structures		
			A specific		
			training		
			activity for		
			women		
			addressing		
			POPs issue implemente		
			d		
Component 2 (	Collection, Transpo	ert and Disposal o		S Posticidos	
		The National	National	T	Risks:
Outcome 3.1.Capacity	Percentage of inventory of	Implementati	Inventory of	Preliminary and final	1) Lack of coordination of
to undertake	POPs	on Plan (NIP)	POPs	inventory of	the relevant provincial and
POPs disposal	stockpiles	for POPs,	stockpile	POPs	national institutions
projects at	mapped and	inventories	upgraded,	pesticide	2) Conflicting objectives of
projects at	digitised	approximately	including	stockpile and	different authorities
level	aigitisca	6,031 MT of	map for	contaminate	involved in waste
established.	Number of	obsolete	identifying	d sites.	regulation
Cottabiloffica.	electrical	stocks of POPs	priority sites	List of POPs	3) Lack of commitment of
	equipment	pesticides in	Storages	temporary	relevant stakeholders.
	tested for PCB.	430 identified	upgraded	storage sites.	4) Difficulties related to the
	100100 101 1 00.	sites. Of these	and logistic	PCB pilot	inventory of POPs
	Extent to	3,800 MT are	plan	inventory	stockpiles and PCB
	which training	in Punjab,	developed	with	contaminated equipment.
	on sampling,	2,016 MT in	Pilot	analytical	zzmamiaco equipmenti
	analysis and	Sindh, 48 MT	inventory of	reports	
	1, 5.5 5.16		1		

	labelling of	in KPK, 135	PCBs (testing	List of PCB	5) Limited availability of
	PCB	MT in	of at least	storage	suitable sites for storage of
	contaminated	Balochistan,	5000	facilities.	POPs stockpile and PCBs
	equipment has	31.5 MT in AJK	equipment)	Logistic plan	6) Technologies for POPs
	been effective	and 0.5 MT in	carried out	for	disposal not available in
		Northern	in one	transportatio	the country / available
	Number of PCB	Areas of	Province	n of POPs	technologies not suitable.
	storage and	Pakistan	At least 2	Plan and	_
	dismantling		PCB storage	technical	Assumptions/countermeas
	facilities	A PCB	and	design for	ures:
	effectively	inventory is	dismantling	POPs storage	
	upgraded.	missing.	facility	upgrade.	1) Coordination with
		Storage	upgraded.		provincial authorities will
		facilities are			be ensured by ensuring
		not safe and			these are represented in
		POPs may be			the project steering
		easily released			committees.
		in the			
		environment.			2) Possible conflicts among
					different ministries'
		Dismantling			objectives will be solved by
		facilities for			continuous interchange of
		PCBs do not			information in the course
		currently			of project implementation
		envisage any			by holding meeting and
		procedure or			workshops as frequently as
		equipment for			necessary.
		the safe			·
		dismantling			3) All the stakeholders will
		and			be clearly informed about
		decontaminati			the environmental, social,
		on of PCB			health and economic
		contaminated			benefit brought by the
		equipment.			project to secure their
Outcome 3.2.	Amount of	Currently the	Identificatio	Proof of	willingness to participate.
Environmenta	POPs pesticide	greatest part	n,	Performance	
lly safe	disposed off in	of POPs	procurement	plan and	4) To ensure that PCB
disposal of	an	stockpiles and	and testing	reports for	inventory will be effective,
particularly	environmentall	PCBs are not	of disposal	POPs disposal	early involvement of
risky POPs	y safe way.	managed in an	facilities or	technology.	potential PCB owners will
stockpiles		environmental	services.	Proof of	be established at project
and the	Amount of	ly safe way.	Up to 1200	performance	inception.
sound	PCBs disposed		tons of	test reports,	
disposal of up	off in an	No disposal	obsolete	supervision	5) To ensure a reliable
1500 tonnes	environmentall	facility in	POPs	mission	inventory of POPs
of POPS	y safe way	Pakistan has	stockpile	reports.	stockpile, the Pakistan
		1			=

Pesticides		been officially	from Punjab	Hazardous	Agricultural Research
and PCBs		tested for	and Sindh	waste	Council as well as the
		disposing	province	manifests	relevant provincial
		POPs waste.	safely	and disposal	institutions will be
			disposed.	certificates	involved.
		Disposal of		for POPs	
		obsolete	Up to 300	stockpiles.	6) A shortlist of suitable
		pesticides has	tons PCB	Hazardous	sites for PCB and POPs
		been carried	equipment	waste	stockpile storage will be
		out in	safely	manifests	identified early with the
		compliance	disposed.	and disposal	involvement of (industrial
		with EU		certificates	project partner, ministries,
		BAT/BEP		for PCBs.	and local authorities).
		regulation by		Analytical	These sites will be carefully
		cement kiln		reports for	assessed for their
		incineration at		PCBs	environmental impact
		Lafarge		contaminate	including issues related to
		cement plan		d oil before	hydraulic risks.
				and after	Based on
				treatment.	cost/effectiveness
Outcome 3.3.	Existence of	The action	National	List of offices	consideration either
National	National POPs	plans for	scheme for	and	proven disposal
POPs	management	pesticidal	POPs	personnel in	technologies for PCBs and
management	and Disposal	POPs disposal	disposal as a	charge of	or POPs contaminated
and disposal	Plan with	and PCBs	part of	POPs	material will be set up in
scheme and	detailed plans	management	hazardous	management	Pakistan, or the POPs
replication	on	established in	waste		contaminated material will
plan		the NIP have	managemen	Workshop	be set abroad for disposal,
developed.	1. National	not been	t scheme	and meeting	in compliance with the
	scheme	implemented	developed.	minutes and	relevant requirements of
	for POPs	yet.	Nationwide	reports.	the Stockholm convention.
	pesticide disposal		PCB		
	2. Managem		managemen		In case of establishment of
	ent plan		t strategy		disposal technologies in
	for PCBs		developed		Pakistan, or of use of
					technologies available in
					the country, Proof of
					Performance tests with
					conditions and material
					representative of the
					waste to be destroyed will
					be carried out prior to start
					the disposal activities

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

#	ltem (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 MTR 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 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 stakeholders in the target area, change in revenue related to project activities
21	List of contracts and procurement items over ~US\$5,000 (i.e. organizations or companies 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
	Add documents, as required

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

- i. Title page
  - Tile 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 rating10)

- 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

<sup>&</sup>lt;sup>10</sup> See ToR Annex F for rating scales.

#### 4.1 Project Implementation

- 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

#### 4.2 Project Results

- Progress towards objective and expected outcomes (\*)
- Relevance (\*)
- Effectiveness (\*)
- Efficiency (\*)
- Overall Outcome (\*)
- Country ownership
- Gender
- Other Cross-cutting Issues
- Social and Environmental Standards
- 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 Role / 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
- List of persons interviewed
- List of documents reviewed
- Summary of field visits
- 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**

Questions	Indicators	Sources	Methodology
	he project relate to the main object relate to the main object regions.		d to the
(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.)	(i.e. project documentation, national policies or strategies, websites, project staff, project partners, data collected throughout the TE mission, etc.)	(i.e. document analysis, data analysis, interviews with project staff, interviews with stakeholders, etc.)
-ffectiveness: To what	extent have the expected outcome	es and objectives of the project	t heen achieved?
inectiveness. 10 what	extent have the expected outcome	es and objectives of the project	been acmeved:
- CC			<u> </u>
Efficiency: Was the prostandards?	 ject implemented efficiently, in line	e with international and nation	al norms and
	ject implemented efficiently, in line	e with international and nation	al norms and
standards?			
standards? Sustainability: To what	extent are there financial, instituti		
standards?	extent are there financial, instituti		
Sustainability: To what sustaining long-term p	extent are there financial, instituti project results?	onal, socio-political, and/or en	vironmental risks to
Sustainability: To what Sustaining long-term p Gender equality and	extent are there financial, institutionoject results? women's empowerment: How die	onal, socio-political, and/or en	vironmental risks to
Sustainability: To what Sustaining long-term p Gender equality and	extent are there financial, institutionoject results? women's empowerment: How die	onal, socio-political, and/or en	vironmental risks t
Sustainability: To what sustaining long-term p	extent are there financial, instituti project results? women's empowerment: How die	onal, socio-political, and/or en	vironmental risks t
Sustainability: To what sustaining long-term purposes and sustaining long-	extent are there financial, instituti project results? women's empowerment: How die	onal, socio-political, and/or end d the project contribute to g uted to, or enabled progress to	vironmental risks to
Sustainability: To what sustaining long-term purposes and sustaining long-	extent are there financial, institutionoject results?  women's empowerment: How didnt?  ations that the project has contrib	onal, socio-political, and/or end d the project contribute to g uted to, or enabled progress to	vironmental risks t ender equality an

#### 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 presented.
- 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.

#### **Evaluation Consultant Agreement Form**

-		
Agreement to abide by the Code of	of Conduct for Evaluation in the UN System	ո։
Name of Evaluator:		
Name of Consultancy Organization	n (where relevant):	
I confirm that I have received and	understood and will abide by the United N	lations Code of Conduct for Evaluation.
Signed at	(Place) on	(Date)
Signature:		

# **ToR Annex F: TE Rating Scales**

Ratings for Outcomes, Effectiveness, Efficiency, M&E, Implementation/Oversight, Execution, Relevance	Sustainability ratings:
6 = Highly Satisfactory (HS): exceeds expectations and/or no shortcomings	4 = Likely (L): negligible risks to sustainability 3 = Moderately Likely (ML): moderate risks to
5 = Satisfactory (S): meets expectations and/or no or minor shortcomings	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
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	

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

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

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

To the comments received on (date) from the Terminal Evaluation of COMPREHENSIVE REDUCTION AND ELIMINATION OF PERSISTENT ORGANIC POLLUTANTS IN PAKISTAN" (UNDP Project PIMS # 4600)

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):

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

#### P-11 Form

### **UNITED NATIONS DEVELOPMENT PROGRAMME Personal History Form** INSTRUCTIONS: Please answer each question clearly and completely. Type or print in ink. Read carefully and follow all directions. If you need more space, attach additional pages of the same size. 1. Family name (surname) 2. First names 3. Maiden name, if applicable 4. Date of birth 5. Place of birth 6. Nationality at 7. List all your current 8. Gender month year birth nationality(ies) day Male Female Single 🗌 9. Marital status Married Separated Widow(er) Divorced 10. Entry into United Nations service might require assignment and travel to any area of the world in which the United Nations has responsibilities. Do you have/experience any condition/situation which might limit your prospective field of work or your ability to engage in air travel? No Yes If "Yes", please describe: 11. Permanent address **12. Present address** if different from 13. Telephone numbers that indicated in box 11 Home/Mobile; Work; Telephone No. 14. Personal and/or professional e-mail Telephone No. address: **15.** Have you any dependents? Yes \( \square\) No \( \square\) If the answer is "Yes", give the following information: Date of birth Relationship Date of birth Relationship ;Name Name

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D. UNDP Certification Prog	rammes (II	any)					
25. List membership of pro	fessional so	ocieties and	activities in civi	c, public oı	rinter	national affa	airs

26. List any sig received	nificant publi	cations you have	e written (d	o not attach them)	or any special re	ecognitions you have
<b>27.</b> Have you all	ready been issi	ued a UN Index N	umber? No	☐ Yes ☐ If "Yes", p	lease indicate thi	s number:
28. EMPLOYMENT RECORD: Starting with your present post, list in reverse order every employment you have had. Use a separate block for each employment. Include service in the armed forces and note any period during which you were not gainfully employed. If you need more space, attach additional pages of the same size. Provide gross salary per annum and indicate currency for your last or present post.  Are you a current or former UNV? Yes \( \sum \) No \( \sum \) If "Yes", please indicate roster number:						
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<b>32.</b> State any other relevant facts in support of you residence outside the country of your nationality	ır application. Include informati	ion regarding any periods of
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If Degrees/Certificates are in foreign language, you may be required to provide official English translation at time of request.

#### INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS

# GENERALCONDITIONSOFCONTRACTORS 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.

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#### 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 for "UNDP-IC-2020-269" to UNDP Pakistan in accordance with the Price Schedule 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

## Name and Signature

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

	Date
Ùni	ame of Resident Representative/Bureau Director) ited Nations Development Programme pecify complete office address)
Dea	ar Sir/Madam:
l he	ereby declare that:
A)	I have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities of [indicate title of assignment] under the [state project title];
B)	I have also read, understood and hereby accept UNDP's General Conditions of Contract for the Services of the Individual Contractors;
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;
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 item if the TOR does not require submission of this document];
E)	I hereby propose to complete the services based on the following payment rate: [please check the box corresponding to the preferred option]:
	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 hereto as Annex 2;
G)	I recognize that the payment of the abovementioned amounts due to me shall be based on my delivery of outputs within the timeframe specified in the TOR, which shall be subject to UNDP's review, acceptance and payment certification procedures;
H)	This offer shall remain valid for a total period of days [minimum of 90 days] after the submission deadline;
I)	I confirm that I have no first degree relative (mother, father, son, daughter, spouse/partner, brother or sister) currently employed with any UN agency or office [disclose the name of the relative, the UN office employing the relative, and the relationship if, any such relationship exists];

J) If I am selected for this assignment, I shall [please check the appropriate box]:

		Sign an Individual Contract with UNDP;					
		Request my employer [state name of company/organization/institution] to sign with UNDP a Reimbursable Loan Agreement (RLA), for and on my behalf. The contact person and details of my employer for this purpose are as follows:					
()	I hereb	nereby confirm that [check all that applies]:					
		At the time of this submission, I have no active Individual Contract or any form of engagement with any Business Unit of UNDP; I am currently engaged with UNDP and/or other entities for the following work:					
		Assignment	Contract Type	UNDP Business Unit / Name of Institution/Company	Contract Duration	Contract Amount	
	I am also anticipating conclusion of the following work from UNDP and/or other entities for which I have submitted a proposal:						
		Assignment	Contract Type	Name of Institution/ Company	Contract Duration	Contract Amount	

- L) I fully understand and recognize that UNDP is not bound to accept this proposal, and I also 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 UNDP, any other UN organization or any other public international organization?  YES NO If the answer is "yes", give the following information:				
	169 6	Name	Relationship	Name of International Organization	
				3	
P)		nave any objections to our making	enquiries of your present	employer?	
Q)	YES NO				
R) REFERENCES: List three persons, not related to you, who are familiar with your character a qualifications.					
		Full Name	Full Email Address	Business or Occupation	
S)	Have you been arrested, indicted, or summoned into court as a defendant in a criminal proceeding, 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.				
to t on	the best of a Personal	e statements made by me in answ my knowledge and belief. I unders History form or other document r contract or special services agree	tand that any misrepresen equested by the Organiza	tation or material omission made	
	DATE:		_ SIGNATURE:		
abo	ove. Do no	be requested to supply documentary, however, send any documentary submit the original texts of referent NDP.	y evidence until you have	been asked to do so and, in any	
	Δηηργος	[please check all that applies]:			
	☐ cv	shall include Education/Qualific rience	ation, Processional Cert	ification, Employment Records	
		kdown of Costs Supporting the F	Final All-Inclusive Price	as per Template	
	Brief Description of Approach to Work (if required by the TOR)				

Note: This file should be password protected. The password should only be share once requested through Email tahir.islam@undp.org;

Submission will be rejected if financial proposal is not password protected or if the value for Financial Proposal is revealed in Technical Proposal.

### **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.

Sr. #	Description/Break-up of Financial Proposal	Unit	Unit Cost (PKR)
A.	Consultancy Fee:		
B.	Travel		
С	Others		
	Total		

# BREAKDOWN OF COSTS SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL

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

Cost Components	Unit Cost	Quantity	Total Rate for the Contract Duration
I. Personnel Costs			
Professional Fees			
Life Insurance			
Medical Insurance			
Communications			
Land Transportation			
Others (pls. specify)			
II. Travel 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)		