NATIONAL CONSULTANT PROCUREMENT NOTICE

Date: 30th September 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 (12th October 2020 to 31st December 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, K, L and M) along with attested documents** to the following address: not later than **7th October 2020** by email to bids.pk@undp.org.

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: 2 October 2020	TE team submits Inception Report to Commissioning Unit and project management
2	Presentation	Initial Findings	End of TE mission: Nov 5, 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: Nov 26, 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: Dec 5, 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 Letter of Confirmation of Interest template. 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**
Technical Competencies	**70**	
• A Master's degree in chemical science, chemical engineering, natural science, environment science, environmental engineering, or other closely related field (15 marks);	15	
• 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); • 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.	45	
• Excellent communication skills (verbally and writing in English) (10 marks);	10	
Financial proposal	**30**	
Total Score	**Technical score 70+30 Financial**	

Weight per Technical Competence	
Weak: Below 70%	The individual consultant/contractor has demonstrated a **WEAK** 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 **GOOD** capacity for the analyzed competence
Very Good: 86-95%	The individual consultant/contractor has demonstrated a **VERY GOOD** capacity for the analyzed competence

Outstanding: 96-100%	The individual consultant/contractor has demonstrated a **OUTSATNDING** 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[1]

Recommended Presentation of Proposal:

a) **Letter of Confirmation of Interest and Availability** using the template[2] provided by UNDP;
b) **CV** and a **Personal History Form** (P11 form[3]);
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)

[1]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

[2]https://intranet.undp.org/unit/bom/pso/Support%20documents%20on%20IC%20Guidelines/Template%20for%20Confirmation%20of%20Interest%20and%20Submission%20of%20Financial%20Proposal.docx

[3]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

ANNEX A

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 (12 October 2020– 31 December 2020)**
Contract	**Individual Consultancy Contract – Short Term**

Template 1 - formatted for attachment to the https://jobs-admin.undp.org/index.cfm

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 guidance.

Project Profile:

The financial details of the project are mentioned as below;

Project Title:	Comprehensive Reuction and Elimination of Persistent Organic Pollutants in Pakistan			
GEF Project ID:	4477		*at endorsement (Million US$)*	*at completion (Million US$)*
UNDP Project ID:	00091045 (PIMs 4600)	GEF financing:	5,150,000	5,150,000
Country:	Pakistan	UNDP	300,000	300,000
Region:	Asia-Pacific	Government:	11,570,000	11,570,000
Focal Area:	Persistent Organic Pollutants	Private Sector:	22,364,822	22,364,822
FA Objectives, (OP/SP):	CW-1	Total co-financing:	34,234,822	34,234,822
Executing Agency:	UNDP	Total Project Cost:	39,384,822	39,384,822
Other Partners involved:	Ministry of Climate Change	ProDoc Signature (date project began):		20 March 2015
		(Operational) Closing Date:	Proposed: 20 Mar 2020	Actual: 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 *UNDP Guidance for Conducting Terminal Evaluations of UNDP-supported GEF-financed Projects*.

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.

[4] (link to stakeholder engagement in UNDP Eval Guidelines?)

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 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 Annex A), 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 Annex D.

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 UNEG 'Ethical Guidelines for Evaluations'.

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

i. 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[5]
M&E design at entry	
M&E Plan Implementation	
Overall Quality of M&E	
Implementation & Execution	Rating
Quality of UNDP Implementation/Oversight	

[5] 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)

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	

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 23, 2020: Application closes
• Sep 28, 2020: Selection of TE Team
• Sep 30, 2020: Prep the TE team (handover of project documents)
• Oct 2, 2020: (04 days:) Document review and preparing TE Inception Report
• Oct 10, 2020: (08 days): Finalization and Validation of TE Inception Report- latest start of TE mission
• Oct 25, 2020): (15 days): TE mission: stakeholder meetings, interviews, field visits
• Nov 5, 2020: Mission wrap-up meeting & presentation of initial findings- earliest end of TE mission
• Nov 15, 2020: (10 days): Preparation of draft TE report 10 Nov
• Nov 20, 2020: Circulation of draft TE report for comments
• Nov 25,2020: 05 days: Incorporation of comments on draft TE report into Audit Trail&finalization of TE report
• Nov 30, 2020: Preparation & Issue of Management Response 2 Dec
• Dec 5, 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: 2 October 2020	TE team submits Inception Report to Commissioning Unit and project management
2	Presentation	Initial Findings	End of TE mission: Nov 5, 2020	TE team presents to Commissioning Unit and project management

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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: Dec 5, 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.[6]

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

[6] Access at: http://web.undp.org/evaluation/guideline/section-6.shtml

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

- *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[7]

Recommended Presentation of Proposal:

a) **Letter of Confirmation of Interest and Availability** using the template[8] provided by UNDP;
b) **CV** and a **Personal History Form** (P11 form[9]);
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 Letter of Confirmation of Interest template. 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, 2nd 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.

[7] Engagement of evaluators should be done in line with guidelines for hiring consultants in the POPP https://popp.undp.org/SitePages/POPPRoot.aspx

[8] https://intranet.undp.org/unit/bom/pso/Support%20documents%20on%20IC%20Guidelines/Template%20for%20Confirmation%20of%20Interest%20and%20Submission%20of%20Financial%20Proposal.docx

[9] http://www.undp.org/content/dam/undp/library/corporate/Careers/P11_Personal_history_form.doc

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

ToR Annex A: Project Logical/Results Framework

	Indicator	Baseline	Targets End of Project	Source of verification	Risks and Assumptions
Project Objective: Reducing human health and environmental risks by enhancing management capacities and disposal of POPs in Pakistan	Extent to which provisions on POPs comprehensively integrated into the regulation on chemicals, waste, environmental targets. Comprehensive regulation, clean up targets, and guidance on POPs contaminated sites in place and tested on a number of contaminated sites. Extent to which awareness on POPs of relevant stakeholders measurably enhanced. Extent to which capacity of local communities and public and private sector	The integration of SC requirement on POPs in the existing regulation is very limited. A harmonized regulatory system aimed at reducing release of, and exposure to POPs and hazardous chemicals is still missing. Awareness of institutional and industrial stakeholders, as well as the general public is low. POPs pesticide stockpile and PCB contaminated equipment are unsafely stored and often dispersed in the environment as a result of floods.	Existing regulation on chemical management updated and enforced with provisions related to POPs An integrated system for enforcing and controlling proper management of POPs, both ad administration and industrial sectors adopted A comprehensive package of regulations and guidance for POPs reduction and disposal, permitting of disposal	Project reports and documentation. Official acts related to the promulgation of new / amended laws. Training reports Workshop – meeting minutes. Hazardous Waste Manifests Site surveys Interview and questionnaires.	Risks: Regulatory authorities not committed to issue new regulation. POPs stockpile and PCBs not timely identified are released in the environment. Technology for disposing POPs and PCBs not timely established. Assumptions. Inventory of POPs and PCBs already started at PPG stage, and is the first and most urgent project activity. The GoP is highly committed to establish a modern environmental regulation implementing in a sustainable way the SC provisions. The project will follow a double approach for disposal of POPs, which will ensure that, in case a domestic disposal technology cannot be identified, POPs can be still send abroad for disposal in compliance with the Basel convention.

	stakeholders to reduce exposure to POPs and their releases enhanced. Percentage increase in tons of POPs pesticide stockpiles and PCBs properly managed and disposed off	Capacity and infrastructures for the management and disposal of POPs stockpiles and PCBs is missing.	facilities, PCB inventory and treatment established. Management capacity of governmental and industrial stakeholders increased. Awareness of relevant stakeholders at all level is significantly enhanced, At least 1200 tons of POPs pesticide and 300 tons of PCBs contaminated equipment safely collected, stored and disposed off.		
Component 1. Development and implementation of a Regulatory, Policy and enforcement system to reduce POPs releases					
Outcome .1.1. strengthened POPs regulatory and policy instruments adopted and POPs management systems for	Number of regulatory tools relevant to the management of POPs including PCBs, hazardous waste pesticides, release and	The initial POPs pesticides as included in the Stockholm Convention before 2009 are banned in Pakistan, through the Agricultural	Key POPs related national legislation developed. National Technical POPs managemen	Gap analysis report of the current regulatory system with SC Meeting minutes. Text of new or amended regulation.	Risks: 1) Lack of coordination of the relevant institutions and ministries 2) Conflicting objectives of different ministries / stakeholders which may render difficult the negotiation on an integrated regulation.

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

			POPs identification, inventory and disposal issued; Guidance for import / export of POPs containing materials and goods.		(i.e. decree instead of laws, or official guidance documents annexed to existing laws) for POPs – related legislation will ensure that regulation is adopted within project deadline. 6) An international meeting with representatives of boundary countries to clarify transboundary issues will be hold to discuss a common platform. It should be noticed that all the boundary countries (China, India, Iran, Afghanistan) ratified or accessed the Stockholm convention, 7) Pakistan government is strongly motivated in providing information for drafting the country chemical profile. Technical 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 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 (identify). The above will
Outcome 1.3. Governance and enforcement particularly on illegal imports framework for controlling POPs improved.	Number of main custom offices out of the total number which have adopted procedures and circulars establishing POPs management. Number of officers from all the main customs successfully trained.	Inadequate awareness of importers and custom officers on imports requirements; Inadequate POPs inspectorate services Lack of control on the export of PCB content of end of life electrical equipment	Procedures, responsibilities and offices for the enforcement of provisions related to import/exports of POPs substances or POPs containing or contaminated articles established. Custom officers and managers trained on POPs issues and strategies. All the main customs in Pakistan have adopted procedures and circulars establishing	Text of adopted administrative procedures and circulars establishing POPs management for custom officers. Training material, training minutes, outcome of pre and post assessment of the participants.	

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

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

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

			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 3.Collection, Transport and Disposal of PCBS and POPS Pesticides					
Outcome 3.1.Capacity to undertake POPs disposal projects at provincial level established.	Percentage of inventory of POPs stockpiles mapped and digitised Number of electrical equipment tested for PCB. Extent to which training on sampling, analysis and	The National Implementati on Plan (NIP) for POPs, inventories approximately 6,031 MT of obsolete stocks of POPs pesticides in 430 identified sites. Of these 3,800 MT are in Punjab, 2,016 MT in Sindh, 48 MT	National Inventory of POPs stockpile upgraded, including map for identifying priority sites Storages upgraded and logistic plan developed Pilot inventory of	Preliminary and final inventory of POPs pesticide stockpile and contaminate d sites. List of POPs temporary storage sites. PCB pilot inventory with analytical reports	Risks: 1) Lack of coordination of the relevant provincial and national institutions 2) Conflicting objectives of different authorities involved in waste regulation 3) Lack of commitment of relevant stakeholders. 4) Difficulties related to the inventory of POPs stockpiles and PCB contaminated equipment.

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

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

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

#	Item (electronic versions preferred if available)
1	Project Identification Form (PIF)
2	UNDP Initiation Plan
3	Final UNDP-GEF Project Document with all annexes
4	CEO Endorsement Request
5	UNDP Social and Environmental Screening Procedure (SESP) and associated management plans (if any)
6	Inception Workshop Report
7	Mid-Term Review report and management response to 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

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)

[10] See ToR Annex F for rating scales.

- 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

Evaluative Criteria Questions	Indicators	Sources	Methodology
Relevance: How does the project relate to the main objectives of the GEF Focal area, and to the environment and development priorities a the local, regional and national level?			
(include evaluative 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.)*
Effectiveness: To what extent have the expected outcomes and objectives of the project been achieved?			
Efficiency: Was the project implemented efficiently, in line with international and national norms and standards?			
Sustainability: To what extent are there financial, institutional, socio-political, and/or environmental risks to sustaining long-term project results?			

Gender equality and women's empowerment: How did the project contribute to gender equality and women's empowerment?			
Impact: Are there indications that the project has contributed to, or enabled progress toward reduced environmental stress and/or improved ecological status?			
(Expand the table to include questions for all criteria being assessed: Monitoring & Evaluation, UNDP oversight/implementation, Implementing Partner Execution, cross-cutting issues, etc.)			

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 Conduct for Evaluation in the UN System:

Name of Evaluator: _____

Name of Consultancy Organization (where relevant): _____

I confirm that I have received and understood and will abide by the United Nations 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 5 = Satisfactory (S): meets expectations and/or no or minor shortcomings 4 = Moderately Satisfactory (MS): more or less meets expectations and/or some shortcomings 3 = Moderately Unsatisfactory (MU): somewhat below expectations and/or significant shortcomings 2 = Unsatisfactory (U): substantially below expectations and/or major shortcomings 1 = Highly Unsatisfactory (HU): severe shortcomings Unable to Assess (U/A): available information does not allow an assessment	4 = Likely (L): negligible risks to sustainability 3 = Moderately Likely (ML): moderate risks to sustainability 2 = Moderately Unlikely (MU): significant risks to sustainability 1 = Unlikely (U): severe risks to sustainability Unable to Assess (U/A): Unable to assess the expected incidence and magnitude of risks to sustainability

ToR Annex G: TE Report Clearance Form

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):

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

ANNEX - I

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 day month year	**5. Place of birth**	**6. Nationality at birth**	**7. List all your current nationality(ies)**	**8. Gender** Male ☐ Female ☐

9. Marital status Single ☐ 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 that indicated in box 11	**13. Telephone numbers** Home/Mobile; Work;
Telephone No.	Telephone No.	**14. Personal and/or professional e-mail address:**

15. Have you any dependents? Yes ☐ No ☐ If the answer is "Yes", give the following information:

;Name	Date of birth	Relationship	Name	Date of birth	Relationship

16. Have you taken up legal permanent residence status in any country other than that of your nationality? No ☐ Yes ☐ If "Yes", which country(ies)?	**17.** Have you taken any steps towards changing your present nationality? No ☐ Yes ☐ If "Yes", explain fully:

18. Are any of your family members (spouse/partner, father/mother, brother/sister, son/daughter) employed in the UN Common System, including UNDP? Yes ☐ No ☐ If "Yes", give the following information:

Name	Relationship	Name of Organization & Duty Station

19.Do you have any other (extended) family members employed by UNDP? No ☐ Yes ☐ If "Yes", give the following information:

Name	Relationship	Name of Unit & Duty Station

20. Would you accept employment for less than six months? Yes ☐ No ☐	**21.** Have you been interviewed for any UNDP positions in the last 12 months? If so, for which post(s)?

22.Languages – indicate mother tongue 1st	Ability to operate in the listed language(s) in a work environment			
	Read	**Write**	**Speak**	**Understand**
	☐ none ☐ limited ☐ working knowledge ☐ proficient	☐ none ☐ limited ☐ working knowledge ☐ proficient	☐ none ☐ limited ☐ working knowledge ☐ proficient	☐ none ☐ limited ☐ working knowledge ☐ proficient
	☐ none ☐ limited ☐ working knowledge ☐ proficient	☐ none ☐ limited ☐ working knowledge ☐ proficient	☐ none ☐ limited ☐ working knowledge ☐ proficient	☐ none ☐ limited ☐ working knowledge ☐ proficient
	☐ none ☐ limited ☐ working knowledge	☐ none ☐ limited ☐ working knowledge	☐ none ☐ limited ☐ working knowledge	☐ none ☐ limited ☐ working knowledge ☐ proficient

	☐ proficient	☐ proficient	☐ proficient	
	☐ none ☐ limited ☐ working knowledge ☐ proficient	☐ none ☐ limited ☐ working knowledge ☐ proficient	☐ none ☐ limited ☐ working knowledge ☐ proficient	☐ none ☐ limited ☐ working knowledge ☐ proficient
	☐ none ☐ limited ☐ working knowledge ☐ proficient	☐ none ☐ limited ☐ working knowledge ☐ proficient	☐ none ☐ limited ☐ working knowledge ☐ proficient	☐ none ☐ limited ☐ working knowledge ☐ proficient
	☐ none ☐ limited ☐ working knowledge ☐ proficient	☐ none ☐ limited ☐ working knowledge ☐ proficient	☐ none ☐ limited ☐ working knowledge ☐ proficient	☐ none ☐ limited ☐ working knowledge ☐ proficient
	☐ none ☐ limited ☐ working knowledge ☐ proficient	☐ none ☐ limited ☐ working knowledge ☐ proficient	☐ none ☐ limited ☐ working knowledge ☐ proficient	☐ none ☐ limited ☐ working knowledge ☐ proficient

23. For General Service support level posts only, indicate if you have passed the following tests:

UN/ASAT – Administrative Support Assessment Test (formerly known as clerical test):
No ☐ Yes ☐ if "Yes", date taken:

UNDP/AFT – UNDP Accountancy and Finance Test: No ☐ Yes ☐ if "Yes", date taken:

24.EDUCATION: Give full details - NB Please give exact titles of degrees in original language

Degrees claimed in the job application (even if they are not a requirement for the post) must be completed at the time of the application.

UNDP only recognizes degrees and diplomas from educational institutions that have been recognized or otherwise approved by competent authorities at the time that they were obtained. Degrees requiring little or no actual course work, degrees awarded for payment of fees only, and degrees granting substantial credits for "lifetime achievements" or "life/work experience" will normally not be recognized. Incomplete degrees are unacceptable to UNDP, regardless of whether they are associated with a recognized higher educational institution.

A. List all educational institutions attended, including secondary school, and diplomas/degrees or equivalent qualifications obtained (highest level education first). Give the exact name of the institution and the title of degrees, diplomas, etc. (Please do not translate or indicate equivalent degrees).

Name, place and country	**Attended from/to Mo/Year Mo. /Year**		**Degrees / Diplomas obtained**	**Main course of study**	**In person or online/remote?**

B. **Post-qualification training courses / learning activities**

Name, place and country	**Type**	**Attended from/to Mo/Year Mo. /Year**		**Certificates or Diplomas obtained**	**In person or online/remote?**

C.**UN Language Proficiency Exams (if any)**

D. **UNDP Certification Programmes (if any)**

25. List membership of professional societies and activities in civic, public or international affairs

26. List any significant publications you have written (do not attach them) or any special recognitions you have received

27. Have you already been issued a UN Index Number? No ☐ Yes ☐ If "Yes", please indicate this 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 ☐ No ☐ If "Yes", please indicate roster number:

A. **PRESENT POST (Last post, if not presently employed)**

FROM	TO	SALARIES PER ANNUM		FUNCTIONAL TITLE: As specified in your Letter of Appointment/Contract: UN grade of your post (if applicable): (do not indicate equivalency) Last UN step in your post (if applicable):
Month/Year	Month/Year	Starting (gross)	Final (gross)	

NAME OF EMPLOYER:

TYPE OF BUSINESS:

EMPLOYMENT TYPE:
Full time: ☐
Part Time: ☐ (%)

Type of contract:

☐ 100 Series	☐ 200 series	☐ ALD/300 series
☐ Permanent	☐ Indefinite	☐ Continuing
☐ FTA	☐ TA	☐ SSA / IC
☐ SC	☐ UNV	☐ Other

ADDRESS OF EMPLOYER

NAME OF SUPERVISOR:
E-mail Address and Telephone No. of Supervisor:

Do/did you supervise staff? If so:
Number of professional staff supervised:
Number of support staff supervised:

Description of your duties and related accomplishments:

Reason for leaving:

B. **PREVIOUS POSTS (In reverse order i.e. most recent post first)**

FROM	TO	SALARIES PER ANNUM		FUNCTIONAL TITLE: As specified in your Letter of Appointment/Contract: UN Grade of your post (if applicable): (do not indicate equivalency) Last UN step in your post (if applicable):
Month/Year	Month/Year		Final (gross)	

NAME OF EMPLOYER

TYPE OF BUSINESS:

EMPLOYMENT TYPE:
Full time: ☐
Part Time: ☐ (%)

	Type of contract: ☐ 100 Series ☐ Permanent ☐ FTA ☐ SC	☐ 200 series ☐ Indefinite ☐ TA ☐ UNV	☐ ALD/300 series ☐ Continuing ☐ SSA / IC ☐ Other
ADDRESS OF EMPLOYER	NAME OF SUPERVISOR: E-mail Address and Telephone No. of Supervisor:		
	Did you supervise staff? If so: Number of professional staff supervised: Number of support staff supervised:		
Description of your duties and related accomplishments:			
Reason for leaving:			

FROM	TO	SALARIES PER ANNUM		FUNCTIONAL TITLE: As specified in your Letter of Appointment/Contract: UN Grade of your post (if applicable): (do not indicate equivalency) Last UN step in your post (if applicable):
Month/Year	Month/Year		Final (gross)	

NAME OF EMPLOYER	TYPE OF BUSINESS:		
	EMPLOYMENT TYPE: Full time: ☐ Part Time: ☐ (%)		
	Type of contract: ☐ 100 Series ☐ Permanent ☐ FTA ☐ SC	☐ 200 series ☐ Indefinite ☐ TA ☐ UNV	☐ ALD/300 series ☐ Continuing ☐ SSA / IC ☐ Other
ADDRESS OF EMPLOYER	NAME OF SUPERVISOR: E-mail Address and Telephone No. of Supervisor:		

<table>
<tr><td colspan="4"></td><td>Did you supervise staff? If so:
Number of professional staff supervised:
Number of support staff supervised:</td></tr>
<tr><td colspan="5">Description of your duties and related accomplishments:</td></tr>
<tr><td colspan="5">Reason for leaving:</td></tr>
<tr><td>FROM</td><td>TO</td><td colspan="2">SALARIES PER ANNUM</td><td rowspan="2">FUNCTIONAL TITLE: As specified in your Letter of Appointment/Contract:
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<tr><td colspan="4" rowspan="3">NAME OF EMPLOYER</td><td>TYPE OF BUSINESS:</td></tr>
<tr><td>EMPLOYMENT TYPE:
Full time: ☐
Part Time: ☐ (%)</td></tr>
<tr><td>Type of contract:

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<tr><td colspan="4">EMPLOYMENT TYPE:
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Part Time: ☐ (%)</td></tr>
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<tr><td>EMPLOYMENT TYPE:
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Part Time: ☐ (%)</td></tr>
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E-mail Address and Telephone No. of Supervisor:</td></tr>
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Number of professional staff supervised:
Number of support staff supervised:</td></tr>
<tr><td colspan="5">Description of your duties and related accomplishments:</td></tr>
<tr><td colspan="5">Reason for leaving:</td></tr>
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E-mail Address and Telephone No. of Supervisor:</td></tr>
<tr><td colspan="2"></td><td colspan="4">Did you supervise staff? If so:
Number of professional staff supervised:
Number of support staff supervised:</td></tr>
<tr><td colspan="6">Description of your duties and related accomplishments:</td></tr>
<tr><td colspan="6">Reason for leaving:</td></tr>
<tr><td>FROM</td><td>TO</td><td colspan="2">SALARIES PER ANNUM</td><td colspan="2" rowspan="2">FUNCTIONAL TITLE: As specified in your Letter of Appointment/Contract:
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<tr><td colspan="2">NAME OF EMPLOYER</td><td colspan="4">TYPE OF BUSINESS:</td></tr>
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Part Time: ☐ (%)</td></tr>
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</table>

				Did you supervise staff? If so: Number of professional staff supervised: Number of support staff supervised:
Description of your duties and related accomplishments:				
Reason for leaving:				
FROM	TO	SALARIES PER ANNUM		FUNCTIONAL TITLE: As specified in your Letter of Appointment/Contract: UN Grade of your post (if applicable): (do not indicate equivalency) Last UN step in your post (if applicable):
Month/Year	Month/Year	Starting (gross)	Final (gross)	
NAME OF EMPLOYER				TYPE OF BUSINESS:
				EMPLOYMENT TYPE: Full time: ☐ Part Time: ☐ (%)
				Type of contract: ☐ 100 Series ☐ Permanent ☐ FTA ☐ SC ☐ 200 series ☐ Indefinite ☐ TA ☐ UNV ☐ ALD/300 series ☐ Continuing ☐ SSA / IC ☐ Other
ADDRESS OF EMPLOYER				NAME OF SUPERVISOR: E-mail Address and Telephone No. of Supervisor:
				Did you supervise staff? If so: Number of professional staff supervised: Number of support staff supervised:
Description of your duties and related accomplishments:				
Reason for leaving:				
29. Have you any objections to our making inquiries of: (a) your present employer? No ☐ Yes ☐ (b) your previous employers? No ☐ Yes ☐				
30. Are you now, or have you ever been, a national civil servant in your government? No ☐ Yes ☐ If "Yes", Indicate dates of service: Functions: Country:				

31. References: list **three** persons not related to you who are familiar with your character and qualifications and who may be contacted for a reference

UNDP will not seek a reference from your *current* employer without obtaining prior consent. However, please note that UNDP may seek references from your former employers.

Full Name	Full Address, including E-Mail Address and Telephone Number	Name of Organization, Business or Occupation

32. State any other relevant facts in support of your application. Include information regarding any periods of residence outside the country of your nationality

33. Have you ever been convicted, fined, or imprisoned for the violation of any law (excluding minor traffic violations)?

No ☐ Yes ☐ If "Yes", give full particulars of each case in an attached statement

34. Have you ever had disciplinary measures imposed on you, including dismissal or separation from service, on the grounds of misconduct?

No ☐ Yes ☐ If "Yes", give full particulars of each case in an attached statement.

35. Have you ever been separated from service on the grounds of unsatisfactory performance?

No ☐ Yes ☐ If "Yes", give full particulars of each case in an attached statement.

36. I certify that the information I have provided in the present document is true, complete and correct to the best of my knowledge. I understand that any misrepresentation or material omission made in this document may lead to the termination of my appointment or to dismissal. I understand this also applies to any other information or document requested by the Organization for the purpose of my recruitment to and employment with UNDP.

In connection with this application, I authorize former employers and educational institutions to release information about my background to UNDP or its agent. My signature below releases the aforesaid parties providing information about me from any liability whatsoever in collecting and disseminating the information obtained.

DATE: **SIGNATURE**: _____

Note:

Applications for employment at UNDP must include a completed and signed Personal History form (P.11). By submitting a Personal History form, the applicant authorizes UNDP or its agent to verify and validate all information provided in the P.11. The P.11 form is not valid without signature. The signed P.11 form serves to release any party cited in the form from any liability whatsoever for releasing information to UNDP or its agent.

You may be requested to provide documentary evidence of the statements you have made above. Do not, however, send any documentary evidence until you have been asked to do so and, in any event, do not submit the originals of any references, testimonials or certificates of academic achievement unless they have been obtained for the sole use of UNDP.

If Degrees/Certificates are in foreign language, you may be required to provide official English translation at time of request.

ANNEX - J

INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS

G E N E R A L C O N D I T I O N S O F C O N T R A C T
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 pre-existed 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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ANNEX – K

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

ANNEX – L

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**.**

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

Date _____

(Name of Resident Representative/Bureau Director)
United Nations Development Programme
(Specify complete office address)

Dear Sir/Madam:

I hereby 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:

_____

K) I hereby 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:

Name	Relationship	Name of International Organization

P) Do you have any objections to our making enquiries of your present employer?

YES ☐ NO ☐

Q) Are you now, or have you ever been a permanent civil servant in your government's employ?

YES ☐ NO ☐ If answer is "yes", WHEN?

R) REFERENCES: List three persons, not related to you, who are familiar with your character and 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, or convicted, fined or imprisoned for the violation of any law (excluding minor traffic violations)?

YES ☐ NO ☐ If "yes", give full particulars of each case in an attached statement.

I certify that the statements made by me in answer to the foregoing questions are true, complete and correct to the best of my knowledge and belief. I understand that any misrepresentation or material omission made on a Personal History form or other document requested by the Organization may result in the termination of the service contract or special services agreement without notice.

DATE: _____ SIGNATURE: _____

NB. You will be requested to supply documentary evidence which support the statements you have made above. Do not, however, send any documentary evidence until you have been asked to do so and, in any event, do not submit the original texts of references or testimonials unless they have been obtained for the sole use of UNDP.

Annexes *[please check all that applies]*:

☐ CV shall include Education/Qualification, Processional Certification, Employment Records /Experience

☐ Breakdown of Costs Supporting the Final All-Inclusive Price as per Template

☐ Brief Description of Approach to Work (if required by the TOR)

ANNEX – M

FINANCIAL PROPOSAL

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.

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	No of Working Days	Unit Cost (PKR)	Total Cost (PKR)
A.	**Consultancy Fee:**			
B.	**Travel**			
C	**Others**			
Total				

Deliverables *[list them as referred to in the TOR]*	**Percentage of Total Price (Weight for payment)**	**Amount (Currency)**
Total	100%	……

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

Name: ……..

Signature: …….. Date: ……