



INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

**National Individual Consultant - Terminal Evaluation of National
Global Environmental Facility (GEF) CROSS-CUTTING CAPACITY
DEVELOPMENT (CCCD)**

Country: Trinidad & Tobago

Description of the assignment: The Terminal Evaluation (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 should address the relevance, effectiveness, efficiency, results, impact, coordination and sustainability of project efforts. The TE report promotes accountability and transparency and assesses the extent of project accomplishments. Ideally, the TE should occur during the last few months of project activities, allowing the TE team to proceed while the Project Team is still in place, yet ensuring the project is close enough to completion for the evaluation team to reach conclusions on key aspects, such as project sustainability.

Project name: Capacity Development for Improved Management of Multilateral Environmental Agreements for Global Environmental Benefits

Period of assignment/services: Approximately 30 days over a time period of 3 months

Proposal should be submitted at the below mentioned email address no later than: **Friday 5th March 2021 at 4pm AST** with the subject e-mail “**National Individual Consultant - Terminal Evaluation of National GEF CCCD**”

Email address for submission:

procurement.tt@undp.org

**Subject: National Individual Consultant - Terminal
Evaluation of National GEF CCCD**

1. BACKGROUND

The project was designed to: strengthen the ability of the Government of the Republic of Trinidad and Tobago (GoRTT) to create, leverage and maintain synergies for the national implementation of Multilateral Environmental Agreements (MEAs) and strengthen integrated approaches to environmental management, including meeting MEAs' guidance and national reporting requirements to increase national and global environmental benefits.

The first outcome of this project focused on assessing and structuring an improved consultative and decision-making process that effectively integrates global environmental objectives into the existing environmental management framework in Trinidad and Tobago. Activities supported by the project under this outcome included strengthening (1) the ability of decision-makers and policy-makers to provide an adequate enabling environment for improving the implementation of MEAs in Trinidad and Tobago and (2) the process to engage, coordinate and collaborate with non-governmental stakeholders; using and strengthening existing coordination mechanisms such as the MEA/Climate Change Focal Points network.

Under the second outcome, project resources were used to support activities to better align projects funded by the Green Fund of Trinidad and Tobago (GFTT) with the implementation of MEAs obligations in Trinidad and Tobago. This included capacity development activities to increase the capacity of Civil Society Organizations (CSOs) to access the fund and by building awareness and training of GFEU staff to increase their understanding of MEAs and how to better align applications with the implementation of MEAs in Trinidad and Tobago.

For detailed information, please refer to Annex 1

2. SCOPE OF WORK, RESPONSIBILITIES AND DESCRIPTION OF THE PROPOSED ANALYTICAL WORK

The TE team shall prepare and submit:

- TE Inception Report: TE team clarifies objectives and methods of the TE no later than *2 weeks* before commencement of the evaluation. TE team submits the Inception Report to the Commissioning Unit and project management. Approximate due date: *13 April 2021*
- Presentation: TE team presents initial findings to project management and the Commissioning Unit at the end of the project evaluation. Approximate due date: *4 May 2021*
- Draft TE Report: TE team submits full draft report with annexes within 3 weeks of the end of the full project evaluation. Approximate due date: *25 May 2021*
- Final TE Report* and Audit Trail: TE team submits revised report, with Audit Trail detailing how all received comments have (and have not) been addressed in the final TE report, to the Commissioning Unit within 1 week of receiving UNDP comments on draft. Approximate due date: *15 June 2021*

*The final TE report must be in English. If applicable, the Commissioning Unit may choose to arrange for a translation of the report into a language more widely shared by national stakeholders.

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.¹

For detailed information, please refer to Annex 1

3. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

Education:

- Bachelor's Degree in environmental science, development studies, or other closely related field from a recognized University.

Experience:

- Minimum of 5 years of supporting project evaluation and/or environmental project implementation experience in the results-based management framework, adaptive management and UNDP or GEF Monitoring and Evaluation Policy;
- Experience in relevant technical areas for at least 3 years;
- Experience with the national environmental policy framework, and interacting with environmental authorities, NGOs and other actors
- Experience applying SMART indicators and reconstructing or validating baseline scenarios

Competencies:

- Demonstrable analytical skills
- Excellent communication skills

Language:

- Fluency in oral and written communication skills in English.

4. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

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

- (1) Offeror's Letter of Confirmation of Interest and Availability to UNDP (See ANNEX II)
- (2) Resume/CV. Resume /CV shall include Contact Information, Education/Qualification, Employment Records /Experience inclusive of three references contact information (name, email address and phone number)
- (3) 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

¹ Access at: <http://web.undp.org/evaluation/guideline/section-6.shtml>

methodology on how they will approach and complete the assignment; (max 1 page)

(4) FINANCIAL PROPOSAL:

Please complete the Price Submission Form (ANNEX III) attached, to express your price offer for the services required. All prices shall be quoted in TT dollars (TTD).

A. FINANCIAL PROPOSAL

Lump sum contract

The Consultant must indicate the all-inclusive fixed total contract price and expressed in a lump-sum for the total duration of the contract. The term “all inclusive” implies all costs (professional fees, travel costs, living allowances etc.) supported by a breakdown of costs, as per template attached to the Letter of Confirmation of Interest template. The lump sum is fixed regardless of changes in the cost components. 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..

Travel

No travel costs should be included. Should any travel be required from the consultant, it will be paid separately. Plane ticket, Terminal expenses and Daily Subsistence allowance as per UNDP rules, will be provided for the Consultant’s required travels. In general, UNDP should not accept travel costs exceeding those of an economy class ticket.

6. EVALUATION

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.

ANNEXES

ANNEX I- TERMS OF REFERENCES (TOR)

**ANNEX II- OFFEROR’S LETTER TO UNDP CONFIRMING INTEREST AND AVAILABILITY FOR THE
INDIVIDUAL CONTRACTOR (IC) ASSIGNMENT**

ANNEX III – FINANCIAL PROPOSAL (PRICE SUBMISSION FORM)

ANNEX IV – INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS

ANNEX V- INDIVIDUAL CONSULTANT CONTRACT TEMPLATE

TIMELINES

ACTIVITY	DUE ON
DEADLINE FOR RECEIPT OF OFFERS	Friday 5th March 2021 at 4pm AST
EXPECTED START DATE FOR SUCCESSFUL CANDIDATE	April 2021



ANNEX 1

Terms of Reference

National Individual Consultant Terminal Evaluation- Cross-Cutting Capacity Development (CCCCD)

BASIC CONTRACT INFORMATION

Location:	Trinidad and Tobago
Application Deadline:	March 5, 2021
Category:	National Consultant
Type of Contract:	Individual Contract
Assignment Type:	Terminal Evaluation
Languages Required:	English
Starting Date:	April 2021
Duration of Initial Contract:	April – June 2021
Expected Duration of Assignment:	30 days

BACKGROUND

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 medium-sized project titled Capacity Development for Improved Management of Multilateral Environmental Agreements for Global Environmental Benefits (PIMS# 5372) implemented through the Ministry of Planning and Development and UNDP Country Office. **The project started on the 11th July, 2017** and is in its **fourth** year of implementation. **The TE process must follow the guidance outlined in the document 'Guidance for Conducting Terminal Evaluations of UNDP-Supported, GEF-Financed Projects'** (http://web.undp.org/evaluation/guideline/documents/GEF/TE_GuidanceforUNDP-supportedGEF-financedProjects.pdf).

2. Project Description

The project was designed to: strengthen the ability of the Government of the Republic of Trinidad and Tobago (GoRTT) to create, leverage and maintain synergies for the national implementation of Multilateral Environmental Agreements (MEAs) and strengthen integrated approaches to environmental management,

including meeting MEAs' guidance and national reporting requirements to increase national and global environmental benefits.

The first outcome of this project focused on assessing and structuring an improved consultative and decision-making process that effectively integrates global environmental objectives into the existing environmental management framework in Trinidad and Tobago. Activities supported by the project under this outcome included strengthening (1) the ability of decision-makers and policy-makers to provide an adequate enabling environment for improving the implementation of MEAs in Trinidad and Tobago and (2) the process to engage, coordinate and collaborate with non-governmental stakeholders; using and strengthening existing coordination mechanisms such as the MEA/Climate Change Focal Points network.

Under the second outcome, project resources were used to support activities to better align projects funded by the Green Fund of Trinidad and Tobago (GFTT) with the implementation of MEAs obligations in Trinidad and Tobago. This included capacity development activities to increase the capacity of Civil Society Organizations (CSOs) to access the fund and by building awareness and training of GFEU staff to increase their understanding of MEAs and how to better align applications with the implementation of MEAs in Trinidad and Tobago.

The total budget for the project is USD 2,407,800: GEF funding is USD 1,207,800; Government In-kind is USD 1,150,000 and UNDP In-kind is USD 50,000.

COVID-19 was confirmed to have reached the Republic of Trinidad and Tobago on March 12 2020. As of January 19 2021, Trinidad and Tobago has confirmed 7,415 positive cases and 132 deaths. The GoRTT implemented public health emergency measures including lockdowns, physical distancing, travel restrictions, and international border closure, effective midnight on March 22, to prevent imported cases of COVID-19. Locally, various public health restrictions and phases of lockdown measures were implemented based on the observed trends in cases of COVID-19. Measures included absolute prohibition of public **gatherings, closure of restaurants, bars and places of worship, and several "stay at home" orders** except for authorized purposes and essential business. Currently, there has been some alleviation of lockdown measures with coastal waters reopened to members of the public; food establishments, restaurants, gymnasiums and places of worship reopened at 50% capacity; and members of the public permitted to congregate in groups of 10 people. Travel between Trinidad and Tobago is permitted although there is limited operation of the inter-island ferry service and fewer flights between Trinidad and Tobago compared with pre-COVID numbers.

COVID-19 has led to a local situation that has become increasingly complex and uncertain. It has affected the modus operandi of project design and implementation, restricted mobility and altered human interaction with stakeholders. During the past months, face-to-face consultations and workshops with stakeholders have not been able to take place and therefore, have been postponed or have not been implemented. There have also been limitations on inter-island travel, which has affected project interventions in Tobago. This project is focused on capacity building and as such these restrictions have had a considerable impact on planned activities and outcomes. In order to adapt to the COVID-19 situation, the project has been working through online systems (virtual meetings and workshops) to conduct training and project discussions with stakeholders, consultants, implementing agency and the project team. This has had various levels of success with a major impact being on the timeliness of delivery and a much greater demand on the project team due to the reduced ability to engage in person and a lack of access to virtual platforms and know how among some stakeholders.

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 should address the relevance, effectiveness, efficiency, results,

impact, coordination and sustainability of project efforts. The TE report promotes accountability and transparency, and assesses the extent of project accomplishments. Ideally, the TE should occur during the last few months of project activities, allowing the TE team to proceed while the Project Team is still in place, yet ensuring the project is close enough to completion for the evaluation team to reach conclusions on key aspects, such as project sustainability.

DUTIES AND RESPONSIBILITIES

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 GEF focal area Core Indicators/Tracking Tools submitted to the GEF at the CEO endorsement 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 TE. Stakeholder involvement should include interviews with stakeholders who have project responsibilities, including but not limited to: executing agencies, key experts and consultants in the subject area, Project Board, project beneficiaries, and CSOs, etc.

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 has been restricted since 22 March 2020. If it is not possible to travel to or within the country for the TE mission then the TE team should develop a methodology that takes this into account the conduct of the TE virtually and remotely, including the use of remote interview methods and extended desk reviews, data analysis, surveys and evaluation questionnaires. 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.

If a data collection/field mission is not possible then remote interviews may be undertaken through telephone or online (skype, zoom etc.). International consultants can work remotely with national evaluator support in the field if it is safe for them to operate and travel. No stakeholders, consultants or UNDP staff **should be put in harm's way and safety is the key priority. If all or part of the TE is to be carried out virtually** then consideration should be taken for stakeholder availability, ability or willingness to be interviewed remotely. In addition, their accessibility to the internet/computer may be an issue as many government and national counterparts may be working from home. This should be detailed in the TE Inception Report and agreed with the Commissioning Unit.

The final methodological approach including interview schedule, field visits and data to be used in the evaluation should also be clearly outlined in the inception report and be fully discussed and agreed between UNDP, stakeholders and the TE team. The TE team must use gender-responsive methodologies and tools **and ensure that gender equality and women's empowerment, as well as other cross-cutting issues and SDGs** are incorporated into the TE report. **The final project evaluation report should include descriptions of the approach and methodologies and the rationales for such, including making explicit the underlying assumptions, limitations, challenges, strengths and weaknesses** about the methods and approach of the evaluation.

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 http://web.undp.org/evaluation/guideline/documents/GEF/TE_GuidanceforUNDP-supportedGEF-financedProjects.pdf.

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

iv. 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 in the ToR Annex.

6. Expected Outputs and Deliverables

The TE team shall prepare and submit:

- TE Inception Report: TE team clarifies objectives and methods of the TE no later than *2 weeks* before commencement of the evaluation. TE team submits the Inception Report to the Commissioning Unit and project management. Approximate due date: *13 April 2021*
- Presentation: TE team presents initial findings to project management and the Commissioning Unit at the end of the project evaluation. Approximate due date: *4 May 2021*
- Draft TE Report: TE team submits full draft report with annexes within 3 weeks of the end of the full project evaluation. Approximate due date: *25 May 2021*
- Final TE Report* and Audit Trail: TE team submits revised report, with Audit Trail detailing how all received comments have (and have not) been addressed in the final TE report, to the Commissioning Unit within 1 week of receiving UNDP comments on draft. Approximate due date: *15 June 2021*

*The final TE report must be in English. If applicable, the Commissioning Unit may choose to arrange for a translation of the report into a language more widely shared by national stakeholders.

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.**²

7. 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 national member of the TE team, if applicable. The Project Team will be responsible for liaising with the TE team to provide all relevant documents, and set up stakeholder interviews.

8. Duration of the Work

The total duration of the TE will be approximately *30 working days* over a time period of *11 weeks* starting *2 April 2021* and shall not exceed five months from when the TE team is hired. The tentative TE timeframe is as follows:

- (5 March 2021): Application closes
- (2 April 2021): Selection of TE Team
- (5 April 2021): Prep the TE team (handover of project documents)
- (8 April 2021): 04 days: Document review and preparing TE Inception Report
- (13 April 2021): 03 days: Finalization and Validation of TE Inception Report- latest start of TE assessment
- (13 April - 3 May 2021): 14 days: TE assessment: virtual stakeholder meetings, virtual interviews
- (4 May 2021): Assessment wrap-up meeting & presentation of initial findings- earliest end of TE assessment
- (11 May 2021): 05 days: Preparation of draft TE report
- (25 May 2021): Circulation of draft TE report for comments
- (15 June 2021): 02 days: Incorporation of comments on draft TE report into Audit Trail & finalization of TE report
- (28 June 2021): Preparation & Issue of Management Response
- (29 June 2021): (optional) Concluding Virtual Stakeholder Workshop
- (30 June 2021): Expected date of full TE completion

The expected date start date of contract is (2 April 2021).

9. Duty Station

Travel:

- International travel will not be possible given the current situation with the COVID-19 pandemic and travel restrictions imposed;
- Consultants are required to comply with the UN security directives set forth under: <https://dss.un.org/dssweb/>

REQUIRED SKILLS AND EXPERIENCE

² Access at: <http://web.undp.org/evaluation/guideline/section-6.shtml>

10. TE Team Composition and Required Qualifications

A team of two independent evaluators will conduct the TE – **one team leader (with experience and exposure to projects and evaluations in other regions) and one team expert from the country of the project.**

The team leader will **be responsible for the overall design and writing of the TE Inception and Final reports, virtual engagement with stakeholders, and lead the analysis during the TE process. The team expert will assess emerging trends with respect to regulatory frameworks, budget allocations, capacity building, develop communication with stakeholders who will be interviewed, and work with the Project Team in developing the TE workplan.**

The evaluator(s) cannot have participated in the project preparation, formulation and/or implementation (including the writing of the project document), must not have conducted this project's Mid-Term Review and should not have a conflict of interest with the project's related activities. **Due to the ongoing COVID19 pandemic travel restrictions, the International Consultant will work with a National Consultant and the International Consultant will operate remotely using tools to conduct virtual interviews and consultations.**

The team members shall have the following qualifications and responsibilities in the prescribed areas:

A. INTERNATIONAL CONSULTANT (TEAM LEAD)

Education

- Postgraduate degree in **environmental science, development studies**, or other closely related field (20%);

Experience

- Minimum of 5 years of project evaluation and/or environmental project implementation experience in the results-based management framework, adaptive management and UNDP or GEF Monitoring and Evaluation Policy (15%);
- Experience in relevant technical areas for at least 8 years (15%);
- Experience working in the Caribbean (10%);
- Demonstrated understanding of issues related to gender and **capacity development**; experience in gender responsive evaluation and analysis (10%);
- Demonstrable analytical skills (10%);
- Experience with implementing evaluations remotely (10%);
- Excellent communication skills (5%);

Language

- Fluency in written and spoken English (5%).

RESPONSIBILITIES

- Documentation review;
- Leading the TE Team in planning, conducting and reporting on the evaluation;
- Deciding on division of labour within the Team and ensuring timeliness of reports;
- Use of best practice evaluation methodologies in conducting the evaluation;
- Leading the drafting and finalization of the Inception Report for the Terminal Evaluation;
- Leading presentation of the draft evaluation of findings and recommendations;
- Conducting the de-briefing for the UNDP Country Office and Project Team;
- Leading the drafting and finalization of the Terminal Evaluation Report

B. NATIONAL CONSULTANT

Education

- **Bachelor's Degree in environmental science, development studies, or other closely related field (;**

Experience

- Minimum of 5 years of supporting project evaluation and/or environmental project implementation experience in the results-based management framework, adaptive management and UNDP or GEF Monitoring and Evaluation Policy);
- Experience in relevant technical areas for at least 3 years;
- Experience with the national environmental policy framework, and interacting with environmental authorities, NGOs and other actors
- Experience applying SMART indicators and reconstructing or validating baseline scenarios
- Demonstrable analytical skills
- Excellent communication skills

Language

- Fluency in written and spoken English.

RESPONSIBILITIES

- Documentation review and data gathering;
- Contributing to the development of the evaluation plan and methodology;
- Conducting those elements of the evaluation determined jointly with the international consultant and UNDP;
- Contributing to presentation of the review findings and recommendations at the wrap-up meeting;
- Contributing to the drafting and finalization of the review report

11.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.

12.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 evaluation 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.

APPLICATION PROCESS

International Consultant

13. Vetted Roster

The International Consultant will be selected by submitting a request to the roster management team of the consolidated GPN/ExpRes roster of pre-selected, active evaluators. This consultant will be selected from the list of CVs provided based on which candidate most closely matches the required skills and expertise identified in Section 10 A.

National Consultant

Individual contractors interested in the position of National Consultant must submit the following information to demonstrate their qualifications.

14. Presentation of Proposal

- a) Letter of Confirmation of Interest and Availability using the template provided by UNDP;
- b) CV inclusive of three references contact information (name, email address and phone number)
- 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 and expressed in a lump-sum for the total duration of the contract. The term "all inclusive" implies all costs (professional fees, travel costs, living allowances etc.) supported by a breakdown of costs, as per template attached to the **Letter of Confirmation of Interest template**. The lump sum is fixed regardless of changes in the cost components. 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 indicating the following reference **"National Consultant for Terminal Evaluation of National GEF CCCD"** by email at the following address **ONLY: *procurement.tt@undp.org*** by 4:00pm Friday March 5, 2021. Incomplete applications will be excluded from further consideration.

15. Criteria for Selection of the Best Offer

Only those applications which are responsive and compliant will be evaluated. Offers will be evaluated according to the Combined Scoring method described below. The applicant receiving the **Highest Combined Score that has also accepted UNDP's General Terms and Conditions** will be awarded the contract.

National Consultant Evaluation Criteria- Interview

The highest Combined Score of weighted interview and financial criteria: The price proposals of all shortlisted consultants, who have attained a minimum 70% score at the Interview stage, will be compared. UNDP will award a contract to the individual who receives the highest score out of a predetermined weighted score. Interview and Financial criteria are as follows: 70% Interview criteria, 30% Financial criteria.

Table 1: Shortlisting Criteria

Criteria	Maximum Points
Relevance of Education	40
Years of Relevant Experience5 years of supporting project evaluation and/or environmental project implementation experience relevant technical areas for at least 3 years	80
Experience with the national environmental policy framework, and interacting with environmental authorities, NGOs and other actors	40
Experience applying SMART indicators and reconstructing or validating baseline scenarios	10
Fluency in written and spoken English	10
Total	180

16. Additional Requirements for Recommended Contractor

The recommended individual contractor, if below age 65, is required to submit a statement of good health and a copy of his/her medical insurance prior to commencement of services in any offices or premises of UNDP, or before engaging in any travel required by UNDP, or connected with the performance of the Contract. Medical examination not required.

The recommended Individual contractor, if aged 65 and older, is required to submit a statement of good health signed by a recognized physician and a copy of his/her medical insurance prior to commencement of services 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 medical examination shall be paid by the consultant.

17. Annexes

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

Annex A: Project Logical/Results Framework

<p>This project will contribute to achieving the following Country Programme Outcome as defined in UNDAF:</p> <p>UN-MSDF Outcome 4: A sustainable and resilient Caribbean: Policies and programmes for climate change adaptation, disaster risk reduction and universal access to clean and sustainable energy in place.</p>
<p>UN-MSDF Indicators for Outcome 4.</p> <p>Indicator 1: % of new businesses in which renewable energy services account for at least 50% of the energy mix.</p> <p>Indicator 2: number of countries where sustainable, resilient and resource-efficient construction and retrofitting has been carried out in at least one government building.</p> <p>Indicator 3: Representation of strategies that address globally agreed climate change priorities in relevant planning documents and processes.</p> <p>Indicator 4: Number of countries with National Adaptation Plans (NAPs) under implementation.</p> <p>Indicator 5: Number of countries with at least two sector specific Disaster Risk Reduction Strategies under implementation.</p>
<p>CPD Indicator for outcome #3: number of contributions to effective measurable policy and strategic institutional frameworks that will lead to reduction of CO2 and POPS in T&T and improved sustainable land management (SLM). Number of contributions towards tourism development in Tobago through GEF/SGP.</p>
<p>Primary applicable Key Environment and Sustainable Development Key Result Area (same as that on the cover page, circle one):</p>
<p>Applicable GEF Strategic Focal Area Objectives:</p> <p>CD-4 (GEF5): To strengthen capacities to implement and manage global convention guidelines</p>
<p>Applicable GEF Outcome Indicators:</p> <p>CD-4 (GEF5):</p> <ul style="list-style-type: none"> ▪ Institutional capacities for management of environment strengthened ▪ Standards developed and adopted ▪ Management capacities for implementation of convention guidelines and Reporting enhanced countries ▪ Capacities of CSOs and CBOs as SGP partners, strengthened ▪ Sustainable financing mechanisms developed

Objectives and Outcomes	Indicator	Baseline	Targets End of Project	Source of verification
Objective: To implement capacity development activities in Trinidad and Tobago to improve the synergistic implementation	1. Alignment of institutional framework with the objectives and obligations of MEAs signed by GoRTT;	<ul style="list-style-type: none"> • Some critical gaps in its institutional framework exist; including an uneven 	<ul style="list-style-type: none"> • Conventions obligations are well integrated into institutional framework 	<ul style="list-style-type: none"> • NCSA reports for baseline information • Project progress • Evaluation reports

Objectives and Outcomes	Indicator	Baseline	Targets End of Project	Source of verification
of MEAs and contribute to increase national and global environmental benefits	including effective coordination mechanism(s)	capacity within key ministries • Not enough inter-sectorial coordination on the implementation of MEAs	• A mechanism is in place to coordinate implementation of MEAs across sectors	• Institutional reform decisions • Coordination meetings minutes
	2. Alignment of legislative and policy frameworks with the objectives and obligations of MEAs signed by GoRTT	• Similar to the institutional framework, some critical gaps in legal and policy frameworks exist	• MEAs obligations are well integrated into legislative and policy frameworks	• NCSA reports for baseline information • Project progress • Evaluation reports • New Laws and policies adopted
	3. Capacity development scorecard rating	Capacity for: • Engagement: 6 of 9 • Generate, access and use information and knowledge: 10 of 15 • Policy and legislation development: 6 of 9 • Management and implementation: 4 of 6 • Monitor and evaluate: 3 of 6 (Total score: 29/45)	Capacity for: • Engagement: 7 of 9 • Generate, access and use information and knowledge: 11 of 15 • Policy and legislation development: 8 of 9 • Management and implementation: 4 of 6 • Monitor and evaluate: 4 of 6 (Total targeted score: 34/45)	• Mid-term review and final evaluation reports, including an updated CD scorecard • Annual PIRs • Capacity assessment reports
	4. Quality of environmental monitoring reports and communications to measure implementation progress of MEAs	• Current reports are produced with limited data, weak analysis and trend analysis and are not fully responding to national and international requirements.	• Reports present adequate disaggregated data at local level, are informative and present environmental trends over time	• National strategies such as national planning strategy, development plan, etc. • Environmental reports such as the State of Environment and Communications to Conventions
	5. An effective GFTT funding MEAs	• Very low disbursement /	• Disbursements more inline with growth of	• GFTT annual reports to Auditor General

Objectives and Outcomes	Indicator	Baseline	Targets End of Project	Source of verification
	implementation in Trinidad and Tobago	commitment so far: TTD 250M for 16 approved projects vs. a fund capital of TTD 3B growing at about TTD 300M per year	the fund, funding environmental activities, including MEAs implementation	<ul style="list-style-type: none"> • Projects reports • Audit reports • Evaluation reports
OUTCOME 1: The institutional framework is strengthened and more coordinated, and more able to address global environmental concerns				
<p>Output 1.1: Institutions with clear mandates and responsibilities to implement and monitor implementation of MEAs</p> <p>Output 1.2: Environmental legislation and policy framework aligned with MEAs obligations</p> <p>Output 1.3: An operational inter-sectorial coordination mechanism in place to oversee the implementation of MEAs</p> <p>Output 1.4: Improved contributions from CSO sector, Faith based organizations, Academia, and private sector to implement MEAs</p>	6. Responsibilities for MEAs obligations assigned to institutions mandates	<ul style="list-style-type: none"> • Institutional framework is fragmented and MEAs implementation is uneven • National focal points report independently to MEAs, with little collaboration; decisions sometimes conflict 	<ul style="list-style-type: none"> • All MEAs obligations are clearly assigned to key institutions 	<ul style="list-style-type: none"> • NCSA reports for baseline information • Project reports • Mandates of agencies and sub-units • Organizational structures • New/revised laws and norms • Government Decisions, Ministerial Orders, etc.
	7. Roles and responsibilities for implementing MEAs obligations assigned in job descriptions	<ul style="list-style-type: none"> • Roles and responsibilities for implementing MEAs obligations are not well assigned to staffs and key ministries 	<ul style="list-style-type: none"> • Roles and responsibilities for implementing MEAs obligations clearly assigned to key job descriptions 	<ul style="list-style-type: none"> • NCSA reports • Job descriptions • Project reports • MEAs reports • Ministry policies and reports
	8. MEAs obligations integrated in related legislation	<ul style="list-style-type: none"> • Laws in place to ratify MEAs, but “secondary” laws and norms not revised to be consistent with MEAs obligations 	<ul style="list-style-type: none"> • Key laws and norms revised to be consistent with MEAs obligations • “Secondary” legislation and norms 	<ul style="list-style-type: none"> • Secondary (enabling) legislation and norms • Government Documents

Objectives and Outcomes	Indicator	Baseline	Targets End of Project	Source of verification
			in place to enable integration of MEAs into sectoral policy-making and planning processes	<ul style="list-style-type: none"> Government and Minister's Orders, Decrees and regulations
	9. MEAs obligations integrated in related policies, national plans, and strategies	<ul style="list-style-type: none"> MEAs action plans not mainstreamed into national and regional policies and planning Related ministries' programmes and activities are sector-oriented, with little collaboration 	<ul style="list-style-type: none"> Related national policy-making and planning processes incorporate MEAs obligations 	<ul style="list-style-type: none"> Agendas and minutes of coordination mechanism(s) Environmental and sectoral programme and project documents Environmental screening documents (e.g., checklists)
	10. Staff of key organizations with the necessary skills and knowledge to address MEAs obligations	<ul style="list-style-type: none"> Uneven capacity of focal points and staff to manage and implement MEAs 	<ul style="list-style-type: none"> Staff trained and apply skills and knowledge to the implementation of MEAs obligations 	<ul style="list-style-type: none"> Training evaluations
	11. Operational inter-sectorial coordination mechanism(s) overseeing implementation of MEAs	<ul style="list-style-type: none"> An existing mechanism for Rio Conventions policy development coordination exist, however there is not enough inter-sectorial coordination of implementation of MEAs 	<ul style="list-style-type: none"> A mechanism is in place to coordinate implementation of MEAs across sectors, including a broader stakeholder involvement process 	<ul style="list-style-type: none"> Policy paper approved by MPD or Cabinet Regular updates to MPD and Cabinet Coordination meetings minutes
	12. Effective participation of Civil Society Organizations (CSOs) in the implementation of MEAs	<ul style="list-style-type: none"> Minimal stakeholder involvement in implementation of MEAs, particularly UNFCCC and UNCCD 	<ul style="list-style-type: none"> All relevant stakeholders involved in MEAs implementation 	<ul style="list-style-type: none"> Membership of participative processes Media coverage

Objectives and Outcomes	Indicator	Baseline	Targets End of Project	Source of verification
				• CSOs reports
OUTCOME 2: The Green Fund is effective as a funding mechanism to support the implementation of MEAs in Trinidad and Tobago				
Output 2.1: Increased efficiency of the GFEU to select and fund environmental projects aligned with MEAs obligations Output 2.2: Increased quality and quantity of environmental projects submitted by CSOs to the GFTT and contributing to the implementation of MEAs obligations on Trinidad and Tobago	13. Revised Indicator: Number of GFEU staff trained and exhibiting increased knowledge of MEAs obligations and implementation	• Revised Baseline: Not any GFEU staff had been trained on MEAs	<ul style="list-style-type: none"> • At least 6 GFEU technical and senior staff trained • Increase in MEA knowledge after training 	• Project reports
	14. Revised indicator: Number of CSOs applied or in the process of applying to the GFTT after project interventions	• Revised Baseline: There were in average 9 applications to the GFTT per year before May 2019 (in period 2008 to April 2019)	• 10% increase in number of CSOs applying yearly to the GFTT compared to this number prior to May 2019.	• GFTT annual reports
	15. Revised indicator: Number of CSOs trained and exhibiting increased knowledge of MEAs obligations and implementation	• Revised Baseline: Not any CSO had been trained on MEAs	<ul style="list-style-type: none"> • 30 members of CSOs trained • Increase in MEA knowledge after training 	<ul style="list-style-type: none"> • GFTT annual reports • Project proposals • Evaluation reports
	16. Revised indicator: Number of CSOs expressing intent to access GFTT funding	• Revised Baseline: In average 8 organizations per year were expressing an intent to apply to the GFTT in period 2009 to April 2019.	• 10% increase in the number of CSOs intending to submit applications to GFTT after May 2019	<ul style="list-style-type: none"> • Project proposals • Evaluation reports

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)
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	Minutes of Project Board Meetings
11	GEF Tracking Tools (from CEO Endorsement and terminal stages)
12	Financial data, including actual expenditures by project outcome, including management costs, and including documentation of any significant budget revisions
13	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
14	Electronic copies of project outputs (booklets, manuals, technical reports, articles, etc.)
15	Sample of project communications materials
16	Summary list of formal meetings, workshops, etc. held, with date, location, topic, and number of participants
17	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)
18	List of related projects/initiatives contributing to project objectives approved/started after GEF project approval (i.e. any leveraged or “catalytic” results)
19	UNDP Country Programme Document (CPD)
20	List and contact details for project staff, key project stakeholders, including Project Board members, RTA, Project Team members, and other partners to be consulted

Annex C: Content of the TE report

- i. Title page
 - Title of UNDP-supported GEF-financed project
 - UNDP PIMS ID and GEF ID
 - TE timeframe and date of final TE report
 - Region and countries included in the project
 - GEF Focal Area/Strategic Program
 - Executing Agency, Implementing partner and other project partners
 - TE Team members
- ii. Acknowledgements
- iii. Table of Contents
- iv. Acronyms and Abbreviations
1. Executive Summary (3-4 pages)
 - Project Information Table
 - Project Description (brief)
 - Evaluation Ratings Table
 - Concise summary of findings, conclusions and lessons learned
 - Recommendations summary table
2. Introduction (2-3 pages)
 - Purpose and objective of the TE
 - Scope
 - Methodology
 - Data Collection & Analysis
 - Ethics
 - Limitations to the evaluation
 - Structure of the TE report
3. Project Description (3-5 pages)
 - Project start and duration, including milestones
 - Development context: environmental, socio-economic, institutional, and policy factors relevant to the project objective and scope
 - Problems that the project sought to address: threats and barriers targeted
 - Immediate and development objectives of the project
 - Expected results
 - Main stakeholders: summary list
 - Theory of Change
4. Findings
(in addition to a descriptive assessment, all criteria marked with (*) must be given a rating³)
 - 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

³ See ToR Annex F for rating scales.

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

4.2 Project Results

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

5. Main Findings, Conclusions, Recommendations & Lessons

- Main Findings
- Conclusions
- Recommendations
- Lessons Learned

6. Annexes

- TE ToR (excluding ToR annexes)
- TE Mission itinerary
- List of persons interviewed
- List of documents reviewed
- Summary of field visits
- Evaluation Question Matrix (evaluation criteria with key questions, indicators, sources of data, and methodology)
- Questionnaire used and summary of results
- Co-financing tables (if not include in body of report)
- TE Rating scales
- Signed Evaluation Consultant Agreement form
- Signed UNEG Code of Conduct form
- Signed TE Report Clearance form
- *Annexed in a separate file:* TE Audit Trail

- *Annexed in a separate file:* relevant terminal GEF/LDCF/SCCF Core Indicators or Tracking Tools, as applicable

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 at the local, regional and national level?			
<i>(include evaluative questions)</i>	<i>(i.e. relationships established, level of coherence between project design and implementation approach, specific activities conducted, quality of risk mitigation strategies, etc.)</i>	<i>(i.e. project documentation, national policies or strategies, websites, project staff, project partners, data collected throughout the TE mission, etc.)</i>	<i>(i.e. document analysis, data analysis, interviews with project staff, interviews with stakeholders, etc.)</i>
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?			
<i>(Expand the table to include questions for all criteria being assessed: Monitoring & Evaluation, UNDP oversight/implementation, Implementing Partner Execution, cross-cutting issues, etc.)</i>			

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 limitations, 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: _____

Annex F: TE Rating Scales & Evaluation Ratings Table

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

Evaluation Ratings Table	
Monitoring & Evaluation (M&E)	Rating ⁴
M&E design at entry	
M&E Plan Implementation	
Overall Quality of M&E	
Implementation & Execution	Rating
Quality of UNDP Implementation/Oversight	
Quality of Implementing Partner Execution	
Overall quality of Implementation/Execution	
Assessment of Outcomes	Rating
Relevance	
Effectiveness	
Efficiency	
Overall Project Outcome Rating	
Sustainability	Rating
Financial resources	
Socio-political/economic	
Institutional framework and governance	
Environmental	
Overall Likelihood of Sustainability	

⁴ 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)

Annex G: TE Report Clearance Form

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

Annex H: TE Audit Trail

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

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

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

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

ANNEX II

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

Date _____

Ms. Randi Davis
Resident Representative
United Nations Development Programme
UN House
3A Chancery Lane
Port of Spain

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 **National Individual Consultant - Terminal Evaluation of National GEF CCCD for the PROJECT: Capacity Development for Improved Management of Multilateral Environmental Agreements for Global Environmental Benefits.**
- 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) 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.
- E) For your evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto as Annex III;

F) 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;

G) This offer shall remain valid for a total period of _____ days [*minimum of 90 days*] after the submission deadline;

H) 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*];

I) 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:

J) 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

K) 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.

L) **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.

M) 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.

N) 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

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

YES ☐ NO ☐

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

YES ☐ NO ☐ If answer is "yes", WHEN?

Q) REFERENCES: List three persons, not related to you, who are familiar with your character and qualifications.

Full Name	Full Address	Business or Occupation

R) 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 Contact Information, Education/Qualification, Professional 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 III



Price Submission Form Form 1.

Resident Representative United Nations Development Programme, Trinidad and Tobago

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, I, the undersigned, offer to provide (the requested services) for the total sum of (indicate amount in number and letters) including applicable taxes, plus the per diem expenses as may be ascertained in accordance with the Price Schedule described below and made part of this Offer.

A. Breakdown of Cost by Components:

Cost Components	Unit Cost per day TT\$	Quantity	Total Rate for the Contract Duration TT\$
I. Personnel Costs			
Professional Fees			
Life Insurance			
Medical Insurance			
Communications			
Land Transportation			
Others (pls. specify)			

B. Breakdown of Cost by Deliverables*

*Basis for payment tranches

No.	Deliverables	Percentage of Total Price (Weight for payment)	Amount TT\$
1.	Payment upon satisfactory delivery of the final TE Inception Report and approval by the Commissioning Unit	20%	
2.	Payment upon satisfactory delivery of the draft TE report to the Commissioning Unit	40%	
3.	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% <ul style="list-style-type: none"> 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 evaluation reports). The Audit Trail includes responses to and justification for each comment listed 	400%	
	Total	100%	TT\$

I undertake, if my Offer 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 Offer for a period of 90 days from the date fixed for receiving of Offers in the Request for Quotation, and it shall remain binding upon me and may be accepted at any time before the expiration of that period.

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

Date:

Name and signature:

ANNEX IV

UNITED NATIONS DEVELOPMENT PROGRAMME GENERAL CONDITIONS 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 their 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 his or her obligations under the Contract. Should any authority external to UNDP seek to impose any instructions 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 his or her performance of the Contract or otherwise related to his or her obligations under the Contract that may adversely affect the interests of UNDP. The Individual contractor shall perform his or her obligations under the Contract with the fullest regard to the interests of UNDP. The Individual contractor warrants that she or he 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 his or her 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.

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 suspension or 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 or any other terms of the Contract 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 and supplies shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Individual contractor. Such equipment and supplies, 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 and supplies 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 his or her 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 his or her obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

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 services 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 officials, representatives, employees, subcontractors 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 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. Notwithstanding the foregoing, the Individual contractor acknowledges that UNDP may, in its sole discretion, disclose the purpose, type, scope, duration and value of the Contract, the name of the Individual contractor, and any relevant information related to the award 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 fare when by air.

UNDP may require the Individual contractor to submit a "statement of good health" from a recognized physician prior to commencement of services 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 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 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 dependents, 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, licenses 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 a contract by UNDP thereto, unless any such undertakings, licenses 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 his or her obligations under the Contract. The Individual contractor shall be solely responsible for all services and obligations performed by his or her 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 his or her 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 his or her 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 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 done 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 his or her obligations and meet his or her 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 the 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 or suspension thereof.

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; (c) the Individual contractor makes an assignment for the benefit of one or more of his or her creditors; (d) a Receiver is appointed on account of the insolvency of the Individual contractor; (e) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (f) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of the 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 services 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 as a result of termination of the Contract by the Individual contractor may be withheld from any amount otherwise due to the Individual contractor by 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. The Individual contractor acknowledges and agrees that UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, and the obligations performed thereunder.

The Individual contractor shall provide full and timely cooperation with any post-payment audits or investigations hereunder. Such cooperation shall include, but shall not be limited to, the Individual contractor's obligation to make available any relevant documentation and information for the purposes of a post-payment audit or an investigation at reasonable times and on reasonable conditions. The Individual contractor shall require his or her employees, subcontractors and agents, if any, including, but not limited to, the Individual contractor's attorneys, accountants or other advisers, to reasonably cooperate with any post-payment audits or investigations carried out by UNDP hereunder.

If the findings or circumstances of a post-payment audit or investigation so warrant, UNDP may, in its sole discretion, take any measures that may be appropriate or necessary, including, but not limited to, suspension of the Contract, with no liability whatsoever to UNDP.

The Individual contractor shall refund to UNDP any amounts shown by a post-payment audit or investigation to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. Such amount may be deducted by UNDP from any payment due to the Individual contractor under the Contract.

The right of UNDP to conduct a post-payment audit or an investigation and the Individual contractor's obligation to comply with such shall not lapse upon expiration or prior termination of the Contract.

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.



UNITED NATIONS DEVELOPMENT PROGRAMME

Contract for the services of an Individual Contractor

No _____

This Contract is entered into on [insert date] between the United Nations Development Programme (hereinafter referred to as "UNDP") and _____ (hereinafter referred to as "the Individual Contractor") whose address is _____.

WHEREAS UNDP desires to engage the services of the Individual Contractor on the terms and conditions hereinafter set forth, and:

WHEREAS the Individual Contractor is ready and willing to accept this Contract with UNDP on the said terms and conditions,

NOW, THEREFORE, the Parties hereby agree as follows:

1. Nature of services

The Individual Contractor shall perform the services as described in the Terms of References which form an integral part of this Contract and are attached hereto as *Annex I* in the following Duty Station(s): _____.

2. Duration

This Individual Contract shall commence on [insert date] and shall expire upon satisfactory completion of the services described in the Terms of Reference mentioned above, but not later than [insert date], unless sooner terminated in accordance with the terms of this Contract. This Contract is subject to the General Conditions of Contract for Individual contractors which are available on UNDP website at www.undp.org/procurement and are attached hereto as *Annex II*.

3. Consideration

As full consideration for the services performed by the Individual Contractor under the terms of this Contract, including, unless otherwise specified, his/her travel to and from the Duty Station(s), any other travel required in the fulfillment of the Terms of Reference in Annex I, and living expenses in the Duty Station(s), UNDP shall pay the Individual Contractor a total of [currency] ----- in accordance with the table set forth below⁵. Payments shall be made following certification by UNDP that the services related to each Deliverable, as described below, have been satisfactorily performed and the Deliverables have been achieved by or before the due dates specified below, if any.

⁵ For payments which are not output-based lump sum, indicate the maximum number of working days/hours/units, any out of pocket expense (travel, per diem...) and the corresponding fee/cost in the Deliverable (s) table.

DELIVERABLE	DUE DATE	AMOUNT IN [CURRENCY]

If unforeseen travel outside the Duty Station not required by the Terms of Reference is requested by UNDP, and upon prior written agreement, such travel shall be at UNDP's expense and the Individual Contractor shall receive a *per diem* not to exceed United Nations daily subsistence allowance rate in such other location(s).

Where two currencies are involved, the rate of exchange shall be the official rate applied by the United Nations on the day the UNDP instructs its bank to effect the payment(s).

4. Rights and Obligations of the Individual contractor

The rights and obligations of the Individual Contractor are strictly limited to the terms and conditions of this Contract, including its Annexes. Accordingly, the Individual Contractor shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this Contract. The Individual Contractor shall be solely liable for claims by third parties arising from the Individual Contractor's own acts or omissions in the course of performing this Contract, and under no circumstances shall UNDP be held liable for such claims by third parties.

5. Beneficiary

The Individual Contractor selects _____ as beneficiary of any amounts owed under this Contract in the event of death of the Individual Contractor while performing services hereunder. This includes the payment of any service-incurred liability insurance attributable to the performance of the services for UNDP.

Mailing address, email address and phone number of beneficiary:

Mailing address, email address and phone number of emergency contact (if different from beneficiary):

IN WITNESS WHEREOF, the Parties hereto have executed this Contract.

By signing below, I, the Individual Contractor, acknowledge and agree that I have read and accept the terms of this Contract, including the General Conditions of Contracts for Individual contractors available on UNDP website at www.undp.org/procurement and attached hereto in Annex II which form an integral part of this Contract, and that I have read and understood, and agree to abide by the standards of conduct set forth in the Secretary-General's bulletins ST/SGB/2003/13 of 9 October 2003, entitled

“Special Measures for Protection from Sexual Exploitation and Sexual Abuse” and ST/SGB/2002/9 of 18 June 2002, entitled “Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Experts on Mission”.

☐ The Individual Contractor has submitted a Statement of Good Health and confirmation of immunization.

AUTHORIZING OFFICER:
United Nations Development Programme

INDIVIDUAL CONTRACTOR:

Name; _____

Name; _____

Signature; _____

Signature; _____

Date; _____

Date; _____