

INDIVIDUAL CONSULTANT PROCUREMENT NOTICE



Ref #: UNDP-IC-2021-095

Date: 10th March 2021

JTN:14811

Country: Pakistan

Description of the assignment: Individual Contract: *National Consultant "LEAD EVALUATOR"*

Project name: Merged Areas Governance Project

Period of assignment/services (if applicable): The duration of the assignment will be 30 working days spread over **02 months** with effect from the date of signing of the contract.

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

Duty Station: Islamabad

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

bids.pk@undp.org no later than **March 24th 2021 at 12:30 PM (Pakistan Standard Time)**. Hand Delivery is not acceptable.

Important note for email submissions: Please put **"UNDP-IC-2021-095- National Consultant Lead Evaluator"**

in the subject line. Further, our system will not accept emails those are more than 30 MB size. If required, segregate your emails to accommodate email data restrictions. For segregated emails please use sequence of emails like Email 1, Email 2 in the subject line. For attachment purposes please only use MS Word, Excel, Power Point or PDF formats.

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

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

A. Project Background Description:

Corporate outcome and output	Outcome 9: Increased effectiveness and accountability of governance mechanisms Output 9.1: Democratic governance of state institutions, including Parliament, Provincial assemblies, local governments and electoral management bodies, strengthened to be responsive to citizens and accountability, for improved service delivery.	
Country	Pakistan	
Region	Asia Pacific Region	
Date project document signed	February 2019	
Project Dates	Start January 2018	Planned End December 2022
Project budget	USD 25.8 million	
Project expenditure at the time of evaluation	USD 14.8 million (as of 31 st December 2020)	
Funding source	DFID, CSSF (Conflict Stability and Security Fund) USAID,	
Implementing Party	UNDP Pakistan	

On 28 May 2018, the 25th Amendment to the Constitution of Pakistan was passed, resulting in the merger of the Federally Administered Tribal Areas (FATA) into neighbouring Khyber Pakhtunkhwa (KP) province. The merger, one of the most consequential reforms in Pakistan's 70-year history, is an unprecedented extension of constitutional rights and governance structures to 5million of the poorest people in Pakistan.

The Merged Areas Governance Project (MAGP) is a unified project across the Merged Areas (MAs) to build the capacity of government institutions and assist the Government of Khyber Pakhtunkhwa (GoKP) in the integration and mainstreaming of these districts. The project provides technical assistance to introduce and enhance inclusive and responsive governance structures, support the extension of rule of law institutions and services, implement evidence and information-based policy and planning, improve financial and economic management and build implementation capacities at all levels. MAGP provides technical assistance to the GOKP to successfully implement the reform agenda and make the merger successful through the provision of technical support for identifying and bridging procedural, structural and capacity gaps. The project is being implemented using a Problem-Driven Iterative Adaptation (PDIA) methodology to deliver needs-based and flexible support to the Government of Khyber Pakhtunkhwa.

The project closely coordinated the erstwhile FATA secretariat for the establishment of the Directorate of Transition and Reforms (DTR) until the merger in May 2018. After the merger on May 25th, 2018, MAGP redirected its' focus towards supporting the implementation of reforms,

which caused a considerable shift in the Project's planning and coordination process. The initial challenge was to address the critical need for administrative cohesion between KP and FATA and support the provincial government in making timely and relevant decisions to address this challenge. MAGP project provided high-level strategic assistance to the KP Government and ensured that previous reporting lines under the FATA Secretariat be aligned with relevant departments under the KP Government's infrastructure.

Secondly, the project established dedicated support units in critical government departments for providing technical assistance to the government for implementation of reforms in the Merged Areas. Currently, three of the dedicated support units established under the Project have concluded their mandated tasks and are no longer functional (Strategic Support Unit, Chief Secretary Delivery Unit, and Finance Delivery Unit) while four units (Chief Minister's Strategic Communication Unit, Local Government Reforms Unit and KP Board of Revenue reforms Cell and Economic Development Unit) remain functional and provide required capacity support to concerned government departments.

The Merged Areas Governance project's theory of change builds on the provision of four core lines of support which is captured by the following four outputs of the project.

Output 1: Improved service delivery of administrative and governance institutions in the merged areas:

The integration of the Merged Areas in KP required the extensive introduction of governance and rule of law institutions resulting in greater access to services and constitutional rights for the population. The previous governing structures prevalent in the Merged Areas differ significantly from the rest of KP at both the District and Secretariat level, while rule of law institutions are largely absent, with no history of operation in the areas.

The project provides technical assistance to the alignment of the administrative structure of both entities with a focus on integrating human resource systems. Smooth integration of these administrative structures will lead to improved service delivery and implementation of provincial policies and initiatives to the Merged Areas. Financial and accounting systems in KP differ significantly from the Merged Areas, as they comply with different financial and accounting frameworks. The project supports Public Financial Management (PFM) reforms in the Merged Areas, leading to the integration of accounting and financial systems. Improved accounting and auditing systems will lead to fiscal discipline and better management of resources in the area. Land settlement and district level institutional support is also included.

Output 2: Relevant authorities are strengthened through the provision of policy-level support on local governance structures in the Merged Areas

A key element of MAGP's work is to ensure that local government elections in the Merged Areas-where there has never been an elected local governance structure-are held alongside the rest of the province. To date, UNDP has supported the KP Government in the formation of a Local Government (LG) framework and will support LG elections in 2021, including the capacity building of newly-elected officials. Technical Assistance has been provided for the review and revision of the KP LG Act 2013 and other associated documents such as Rules of Business and by-laws. Moreover, technical assistance was provided to the relevant authorities, including the Election Commission, in holding the delimitation exercise and provincial assembly elections themselves.

Output 3: Improved public trust in Government's led reforms process in the merged areas

A critical risk to the reform process is derailment due to a communication gap between the

provincial government and the local communities. Negative media commentary, or inadequate information can erode political will or momentum around the process, leading to the significant risk of a disaffected local population that believes progress against delivering services and rights to be inadequate. As such, citizens must be made aware of the government's efforts to fulfil promises and avail facilities that the government has created for them.

The areas of work under this output is to mitigate risk by focusing on local communities-with a focus on women inclusion-through extensive consultations and strategic communication campaigns on the reforms process, working through the Strategic Communications Unit with the Chief Secretary's office. A key focus of this work is to inform the local communities about the overall impact of extension of governance institutions, particularly with regards to empowerment and awareness-raising of their legal rights. Campaigns were also designed to reduce local apprehensions around the shift in the governing system. Both top-down and bottom-up communication approaches are being utilized. For example, a civic and voter education campaign to inform and educate the citizenry about the upcoming Local Government reforms alongside grassroots community dialogues, inter-agency, and provincial-level dialogues and events on the integrations process are supported.

Output 4: Government and Private Sector Supported to Deliver the Socio-Economic Dividends of Merger

For the integration process to be successful, the population must benefit from the economic dividends of the merger. One of the key components of economic integration is the implementation of the Tribal Decade Strategy and Accelerated Implementation Plan. Furthermore, the Finance Department was supported in including the Merged Areas in the provincial fiscal planning and budgetary processes. The activities envisaged under this output also cover technically supporting the Provincial Finance Department in negotiating the National Finance Commission (NFC) share for resourcing the Multi-year Development Plan.

Previously, the Merged Areas lacked access to provincial socio-economic inclusion initiatives. Activities planned under this output also involve supporting the provincial government, specifically the Planning and Development department in the extension of coverage of these initiatives to these areas. The initiatives' support includes health, education, employment generation, etc., with a focus on the inclusion of women. The project also engages the private sector in areas such as health, education, and mines and minerals.

B. Scope of Work

Evaluation Purpose/Objectives

1. To evaluate the achievements of the project against UNDP Pakistan's Country Project Document (CPD) Outcome/CPD Output/Project indicators and intended and un-intended impacts on government counterparts and local communities.
2. To evaluate whether the CPD output/Project Output Results have been achieved in a cost-effective manner.
3. To determine whether cross cutting issues such as gender, inclusion and sustainability were mainstreamed in the implementation of the project.
4. To evaluate the effectiveness of the project in reaching its objectives.
5. To suggest improvements for the future, based on lessons learned to date, for ongoing project interventions and suggest replication of best practices and experiences.

Scope of Evaluation:

The scope of the evaluation covers the interventions carried out from the inception of MAGP in 2018 until 31st December 2020. The Merged Areas Governance Project (MAGP) was initiated in January 2018 with financial support from DFID-CSSF. Due to access and security issues in the MAs and the immediate merger of erstwhile FATA with the KP province in May 2018 the project was unable to conduct a baseline exercise and this mid-term evaluation will be the first Project evaluation to be conducted.

For this purpose, UNDP Pakistan seeks the services of a Lead Evaluator and a Subject Specialist to provide evaluation expertise for UNDP supported MAGP project activities. The geographic area for the evaluation will include Peshawar i.e departments at the provincial level which have been supported during MAGP. However, outcomes should consider the entire merged areas wherein the project has intervened for capacity building of the relevant government departments such as local government department (TMAs) and capacity building for the district level staff on annual budget cycle and KPIFMIS extension.

The evaluator will compile lessons learnt, and provide recommendations that will facilitate updates to the design of the project and related future interventions. The evaluation will be based on five assessment criteria defined by the United Nations Evaluation Group (UNEG) i.e. efficiency, effectiveness, relevance, impact and sustainability.

This scope of work includes evaluation of project interventions and resources falling under all four outputs of MAGP.

Target groups for the evaluation include officials from the government departments which have been supported: Local Government, Planning and Development, Board of Revenue, Chief Secretary Office, Strategic Communication's Unit, Finance Department, Rule of Law institutions, District Commissioner offices, development partners (all three donors), and Implementing Partners (IPs including FATA Research Center, IM sciences and Midas Communications).

Note: Travel to the Merged Areas and primary data collection from communities is not required.

The expert will lead the evaluation process and will be responsible:

- To lead the process from start to finish, manage client expectations and coordinate key deliverables and timelines.
- Manage the subject specialist's role, ensuring that timeliness and quality are adequately focused on.
- To assess/evaluate project achievements against UNDP Pakistan's Country Project Document (CPD) Outcome/CPD Output/Project indicators, and intended and unintended impacts on the KP FATA merger, relevant government bodies and democratic space
- To assess whether the CPD output/Project Output Results have been achieved in a cost-effective and cost-efficient manner
- To determine whether cross cutting issues such as gender, inclusion and sustainability were mainstreamed in the implementation of the project
- To identify lessons learned on effectiveness of the project design, intervention strategies and implementation.
- The evaluation shall mainly focus on relevance of project activities to needs of the beneficiaries/institutions, effectiveness and efficiency of implementation approach, and sustainability and impact of the project interventions.

- To suggest improvements for future and ongoing programmes and suggest replication of the best practices and experience.

The Lead Evaluator will steer the evaluation process from evaluation design to completion of the assignment, and directly oversee inputs by the Subject Specialist. The Subject Specialist evaluator will support and assist the Lead Evaluator during planning and implementation of activities for this evaluation. The Lead Evaluator and Subject Specialist will plan and execute the evaluation process in collaboration with UNDP team and in direct coordination with the Project team. The Lead Evaluator will ensure that the assignment is completed within the agreed timeframe.

Location of the assignment will be Islamabad. Any travel outside of Islamabad will be reimbursed as per UNDP policies.

Evaluation criteria and key questions

Evaluation Criteria: Impact of project interventions will be measured against the following criteria

Relevance, effectiveness, efficiency, impact and sustainability.

These are discussed below separately.

- A. Relevance:** Relevance of project interventions assessed for the extent to which they are focused on strengthening democratic institutions. It also refers to the extent to which the project responds to the needs and priorities of citizens of Pakistan.
- B. Effectiveness:** extent to which project objectives have been attained or are likely to be attained; and the extent to which people and democratic institutions have benefitted from project interventions
- C. Efficiency:** Is the relation between inputs of resources and results achieved appropriate and justifiable?
- D. Impact:** Explore if and how various project components had a positive/less positive/no impact on each other
- E. Sustainability:** Assess the sustainability of results achieved, such as partner capacity developed and voter awareness improved.

Key Evaluation Questions:

Specifically, the evaluation will assess the relevance, efficiency, effectiveness, impact and sustainability of MAGP results achieved through the questions listed below. Specific questions must be developed by the Lead Evaluator and Subject Specialist in-line with project documents and available data. There will be an emphasis on cross cutting themes such as gender and Human Rights, given the scope and sensitivity of MAGP objectives.

This list of questions is representative and not exhaustive and will be further detailed and agreed upon as part of the evaluation inception report.

A. Relevance:

- To what extent was the project in line with the national development priorities, the country programme's outputs and outcomes, the UNDP Strategic Plan, and the SDGs?

- To what extent does the project contribute to the theory of change for the relevant country programme outcomes? How relevant are the project's four components for supporting the merger/integration and development of the MAs?
- To what extent were lessons learned from other relevant projects considered in the project's design as well as during its execution between 2018 and 2020?
- To what extent does the project contribute to Leave No One Behind, gender equality, the empowerment of women, and the human rights-based approach?
- Evaluate the extent to which MAGP implementation strategy has been responsive to the emerging needs and priorities of Government counterparts and the context of the emerging development scenario of the MAs.

B. Efficiency:

- a) To what extent have the UNDP project implementation strategy and execution been efficient and cost-effective?
- b) To what extent has there been an economical use of financial and human resources? Have resources (funds, human resources, time, expertise, etc.) been allocated strategically to achieve outcomes?
- c) To what extent have project funds and activities been delivered on time, keeping a value addition approach?

C. Effectiveness

- To what extent were the objectives of the four project outputs achieved with evidence of results?

Output 1: Improved service delivery of administrative and governance Institutions in the merged areas:

Output 2: Relevant authorities are strengthened through the provision of policy-level support on local governance structures in the Merged Areas

Output 3: Improved public trust in Government's led reforms process in the merged areas

Output 4: Government and Private Sector Supported to Deliver the Socio-Economic Dividends of Merger

- What factors have contributed to achieving or not achieving intended country programme outputs and outcomes?
- To what extent has the UNDP partnership and resource mobilization strategy with Government departments, UN agencies, and international donors ensured coordinated support for the development of MAs?
- In which areas does the project have the greatest achievements and the fewest successes? Why and what have been the supporting or constraining factors? How can the project build on achievements and overcome the constraints in the next years?
- To what extent has the project management and implementation been participatory, flexible, adaptive, and responsive to emerging needs and priorities of the MAs?

D. Impact

- Explore if and how various project components had a positive/less positive/no impact on each other

- What has been the impact of MAGP interventions for the historical merger of FATA with KP, in terms of integrating FATA systems and processes with the rest of KP?
 - What has been the impact of capacity building initiatives for government officials and other related stakeholders?
 - Did the project address cross cutting issues such as gender mainstreaming, inclusion and human rights?
- e) Was there evidence of results and recognition of UNDP support?

E. Sustainability:

- Assess the sustainability of technical assistance to the government departments for continuity of the functions that are currently being performed by the embedded units of MAGP.
- The extent to which the government has done planning for continuity of the same functions after the phase-out of the project.
- Are there any financial risks that may jeopardize the sustainability of project outputs?
- Are there any social or political risks that may jeopardize the sustainability of project outputs and the project's contributions to country programme outputs and outcomes?
- To what extent are lessons learned being documented by the project team continually and shared with appropriate parties who could learn from the project?

Cross-cutting themes:

Gender equality

- To what extent have gender equality and the empowerment of women been addressed in the design, implementation, and monitoring of the project?
- To what extent has the project promoted positive changes in gender equality and the empowerment of women? Were there any unintended effects?

Human Rights

- To what extent have poor, indigenous and physically challenged, women and other disadvantaged and marginalized groups benefited from MAGP interventions?

Please note that specific questions on the key outputs of MAGP are expected to be included in the inception report. The Lead Evaluator, with support from the Subject Specialist, will finalize the specific questions to be used in coordination with UNDP.

Methodology

The evaluation process is designed as per UNDP guidelines in line with the four outputs of the MAGP project. The evaluation process will be carried out by two experts; i.e. Lead Evaluator and Subject Specialist in coordination with the UNDP team. The evaluation team; i.e. Lead Evaluator and Subject Specialist, will conduct exhaustive document review, before designing qualitative (and quantitative where relevant) data collection tools and ascertain the effectiveness and impact of the project interventions. The lead evaluator remains fully responsible for ensuring that the deliverables are produced on a timely basis according to the client's expectations and UNDP guidelines. The subject specialist will also be reporting to the lead evaluator, with the lead evaluator the key focal point for UNDP.

Qualitative data will be collected as primary data, applying a series of social research methods including semi-structured interviews, interviews with key informants and discussions. This will be useful to assess the extent to which the strategies and activities undertaken by the MAGP project

have achieved objectives given in the project documents¹; positive achievements of the interventions; challenges faced during implementation and steps taken to address them; lessons learned; and possible recommendations to guide the project in future. In order to get a holistic appraisal of the above mentioned, the evaluation will engage relevant stakeholders in consultation with UNDP teams.

The methodology and evaluation questions will be finalised by the Lead Evaluator and Subject Specialist in coordination with UNDP and will be part of the inception report.

It is visualized that the methodology will encompass the following of two methods including:

- **Document review –Review of the following project documents and reports prepared during the project implementation**
 - Project document/Project proposals and other relevant documents
 - Theory of change and results framework
 - Project reports including monthly, quarterly and annual reports
 - Training reports
 - Research reports
 - Annual workplans.
 - Evaluation/monitoring reports
 - Project supported publications and IEC material.
- **Interviews, participatory meetings & discussions with key stakeholders**

All interviews and discussions should be undertaken as per UNDP evaluation guidelines. UNDP team might accompany evaluators, as observers, during discussions and interviews with some key stakeholders. In addition to meetings with UNDP staff, other meetings include project team members, Management Support Unit, Democratic Governance Unit and Deputy Resident Representative. Approximately 20-30 interviews and discussions will be conducted with partners and stakeholders. Duration of each interview may be 30-40 minutes. Interviews with stakeholders based in locations other than Islamabad and Peshawar may be held online. Questions for the interviews may be shared beforehand with the interviewees.

- **Evaluation team is not expected to travel to the Merged Areas.**

Based upon the above assessment, the evaluation team will compile lessons learnt and make recommendations for the future.

The data gathered during evaluation process will be the property of UNDP.

C. Expected Outputs and Key Deliverables

1. **Evaluation Workplans and Inception Report:** Proposed approach, methodology, timeline, and estimated budget for completion of the work requested. The Lead Evaluator will submit an inception report, with support from the Subject Specialist, reflecting the evaluators understanding of the assignment, schedule of tasks, activities and deliverables. Evaluators can start conducting interviews before finalizing the inception report. The finalized evaluation work plan can be modified with UNDP's approval throughout implementation of the

¹ Project Documents for MAGP are the three project proposals signed with donors; i.e. DFID, CSSF and USAID; as well as workplans, results framework and other strategic documents.

assignment if conditions or needs change. The finalized plans, given in the inception report, with attached approved amendments will be used as the basis for assessing completion and quality of the assignment.

2. **Draft Evaluation Report:** After the field activities, the Lead Evaluator will submit a draft evaluation report of MAGP, highlighting achievements, constraints, and lessons learnt as well as corrective measures where required and recommendations
3. **Evaluation report audit trail and final evaluation report.** Comments and changes by the evaluator in response to the draft report should be retained by the evaluator to show how they have addressed comments. After receiving written comments and feedback to the draft evaluation report from UNDP, the evaluation team will submit a final report addressing this feedback.
4. Separate 1-2 pager **summary brief** with infographics summarizing the key findings of the evaluation for sharing with external audiences.

And **submission of data to UNDP:** all the primary data collected for this assignment will be submitted to UNDP in electronic form within 30 days of completion of assignment.

The Evaluation Report should contain the following:

- Title page
- List of acronyms and abbreviations
- Table of contents, including a list of annexes
- Executive summary
- Introduction: background and context of the project
- Description of the project – its logic theory, results framework
- Purpose of the evaluation
- Key questions and scope of the evaluation
- Approach and methodology
- Findings
- Analysis - explanation and interpretation of findings
- Conclusions
- Lessons learnt and recommendations
- Annexes

Report format will be finalized by the evaluation team in consultation with UNDP.

Related Evaluation Activities

To achieve the objectives and produce the deliverables of the evaluation, the Lead Evaluator will be expected to undertake related activities including:

1. **Contextualize MAGP interventions:** The Lead Evaluator will contextualize MAGP interventions as related to the process and challenges of the merger between FATA and KP.
2. **Prepare Inception Report:** The Lead Evaluator will present an Inception Report elaborating the evaluation methodology to the stakeholders at the beginning of the evaluation.
3. **Meetings with stakeholders**
 - The UNDP project team will brief the Lead Evaluator and Subject Specialist and provide all necessary details and clarifications on the documents made available for the document review.
 - The evaluation team will have meeting and discussions with the project team, Chief Technical Advisor, Assistant Resident Representative Democratic Governance Unit, Management Support Unit (MSU), Deputy Resident Representative and Resident Representative UNDP.

- Evaluation team will meet with the following government and IPs: Local Government, Planning and Development, Board of Revenue, Chief Secretary Office, Strategic Communication's Unit, Finance Department, Rule of Law institutions, District Commissioner offices and Implementing Partners (IPs including FATA Research Center, IM sciences and Midas Communications).
 - The evaluation team will meet with bilateral donor representatives present in the country including DFID, CSSF (both jointly known as FCDO now) and USAID.
4. **Consultation on draft report and recommendations** following the submission of the draft report, undertake consultations with UNDP to receive feedback for incorporation into the final report.

Key Outputs and Timelines

S#	Deliverables	Description of deliverables	Submission timeline²	Approving Authority
1.	Deliverable 1	Inception report including methodology and key questions and workplan	5 days from signing contract	Evaluation Manager
2.	Deliverable 2	Draft Evaluation Report which obtains data collection from field visits	15 days from submission of inception report	Evaluation Manager
3.	Deliverable 3	Evaluation report audit trail and Final Report	6 days ³ from submission of draft report	Evaluation Manager
4.	Deliverable 4	Submission, presentation of evaluation summary brief and submission of evaluation data to UNDP	4 days after submission of final report	Evaluation Manager

D. Scope of Price Proposal and Schedule of Payments

a) *Payment terms for the Contractor are as under:*

- The amount of contract is fixed regardless of changes in the cost components;
- Payment will be paid upon receipt of deliverables (mentioned in Section D) as under:

² The Evaluation Lead and Subject Specialist will develop internal timelines between them to adhere to these deadlines, as the subject specialist is anticipated to be contributing to draft version(s) through data gathering, analysis and review. The Lead will keep UNDP informed on the status/quality of the Subject Specialist's inputs, if required.

³ During this period, a series of discussion and feedback in writing between UNDP/Lead Evaluator will take place for the finalization of document

S#	Deliverables	Description of deliverables	Payment Instalment Schedule
1.	Deliverable 1	Inception report including methodology and key questions and workplan	20% of the instalment
2.	Deliverable 2	Draft Evaluation Report which obtains data collection from field visits	25% of the instalment
3.	Deliverable 3	Evaluation report audit trail and Final Report	35% of the instalment
4.	Deliverable 4	Submission, presentation of evaluation summary brief and submission of evaluation data to UNDP	20% of the instalment

4. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

Institutional Arrangement:

Deputy Resident Representative, UNDP Pakistan, will be the Evaluation Commissioner (EC) and Head of Management Support Unit will be the Evaluation Manager (EM). EC will be supported by EM in safeguarding the independence of the evaluation exercise and ensure the quality of evaluation in a timely fashion. To ensure independence and impartiality, EM will be the focal person for this evaluation. EM will ensure that the evaluation is conducted as per the evaluation plan and in line with this ToR.

DGU staff and MAGP project team will facilitate EM and the work of the Lead Evaluator before and during the assignment period. These TORs shall be the basis upon which compliance with assignment requirements and overall quality of services provided by the Lead Evaluator will be assessed by UNDP. Lead Evaluator will perform the tasks aforementioned, in coordination with the Subject Specialist, being hired for the MAGP evaluation process. Lead Evaluator will steer the process and be responsible for quality assurance and timely submission of final report.

Required Qualifications

1. Required qualifications, competencies and skills for Lead Evaluator

- Master's Degree in Social Sciences, Economics or any other related discipline
- Minimum of 10 years of monitoring and evaluation and programme evaluation experience in governance, stabilization, and development programmes in developing countries, especially Pakistan
- Solid understanding of governance, institutional development, government structures and human rights within the Pakistani context
- Familiarity with international context and post-conflict/ crises in developing societies.

- Familiarity with UNDP/UN evaluation policies and procedures, and with the programming principles of the UNDP/UN will be an asset.
- Experience in leading evaluation teams and ensuring gender equality and gender representation in the evaluations.
- Experience and knowledge of the socio-political context of the MAs and Khyber Pakhtunkhwa would be a strong asset.
- Excellent evaluation skills, quantitative and qualitative analysis (data analysis) and proven capacity to effectively analyze, and present data/information.
- Excellent communication and writing skills in English, ability to organize and synthesize information in a systematic manner
- Ability to communicate effectively in Urdu and English. Knowledge of Pashto will be an added advantage.

Competencies

Corporate Competencies:

- Demonstrates integrity by modelling the UN's values and ethical standards (human rights, peace, understanding between peoples and nations, tolerance, integrity, respect, impartiality) results orientation.
- Promotes the vision, mission, and strategic goals of UNDP.
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability.

Functional Competencies:

- Consistently approaches work with energy and a positive, constructive attitude.
- Demonstrates good oral and written communication skills.
- Has the ability to work both independently and in a team, and ability to deliver high-quality work on tight timelines.

Behavioral competencies:

- Gender-sensitive.
- Comfortable working in dynamic environments that change frequently.
- Able to perform in a high-stress and difficult security environment, with austere living quarters.

Computer Skills:

- Proficiency in MS Office and statistical analysis software

Evaluation ethics

This evaluation will be conducted in accordance with the principles outlined in the UNEG 'Ethical Guidelines for Evaluation'. The consultant 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 consultant 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 with the express authorization of UNDP and partners.

5. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

The following documents are requested:

- Duly accomplished Letter of Confirmation of Interest and Availability using the template provided by UNDP;

- Personal CV or P11, indicating all past experiences from similar projects, as well as the contact details (email and telephone number) and at least three (3) professional references;
- Brief description of why the individual considers him/herself as the most suitable for the assignment, and a methodology and how they will approach and complete the assignment.
- Financial Proposal that indicates the all-inclusive fixed total contract price, supported by a breakdown of costs, as per template provided.

6. EXPECTED PERIOD OF CONSULTANCY

Duration of the Work:

- a) Duration of contract is 30 working days spread over 2 months.

Duty Station

The Contractor's duty station for the contract duration at Islamabad

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

7. FINANCIAL PROPOSAL

Lump sum contracts

- a) All proposals must be expressed on Per day basis (all inclusive) for the whole assignment stated above. Total contract value will be = Daily rate X total number of days worked
- b) Proposals must be in the local currency i.e. PKR
- c) **Provide evidence/proof of your consultancy rate as well.**
- d) **Please note that incase of travel outside duty station, the travel cost shall be paid by UNDP on actual basis and may not be incorporated in the financial proposal.**

8. EVALUATION

The award of the contract should be made to the individual consultant whose offer has been evaluated and determined as:

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

Only candidates obtaining a minimum of 70% (49 out of 70) point would be considered for the financial evaluation.

Criteria	Weight	Max. Point
Technical	70	
Master's Degree in Social Sciences, Economics or any other related discipline	10	
Minimum of 10 years of monitoring and evaluation and programme evaluation experience in governance, stabilization, and development programmes in developing countries, especially Pakistan	30	
Desired competencies and special skills	5	

Approach/methodology to assignment		25	
Financial		30	
Total score	Technical score 70+30 Financial		
Weight per Technical Competence			
Weak: Below 70%	The individual consultant has demonstrated a WEAK capacity for the analyzed competence		
Satisfactory: 70-75%	The individual consultant has demonstrated a SATISFACTORY capacity for the analyzed competence		
Good: 76-85%	The individual consultant has demonstrated a GOOD capacity for the analyzed competence		
Very Good: 86-95%	The individual consultant has demonstrated a VERY GOOD capacity for the analyzed competence		
Outstanding: 96-100%	The individual consultant has demonstrated an OUTSTANDING capacity for the analyzed competence		

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

ANNEX

ANNEX	I - TERMS OF REFERENCES (TOR)
ANNEX	II- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS
ANNEX	III- PROPOSAL SUBMISSION FORM
ANNEX	IV- CONFIRMING INTEREST AND AVAILABILITY
ANNEX	V- FINANCIAL PROPOSAL
ANNEX	VI- Statement of Health

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

**TERMS OF REFERENCE
UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)
LEAD EVALUATOR
INDIVIDUAL CONTRACT (IC)**

Project/Project Summary

Project/outcome title	Merged Areas Governance Project (MAGP)	
Atlas ID	00108113	
Corporate outcome and output	<p>Outcome 9: Increased effectiveness and accountability of governance mechanisms</p> <p>Output 9.1: Democratic governance of state institutions, including Parliament, Provincial assemblies, local governments and electoral management bodies, strengthened to be responsive to citizens and accountability, for improved service delivery.</p>	
Country	Pakistan	
Region	Asia Pacific Region	
Date project document signed	February 2019	
Project Dates	Start January 2018	Planned End December 2022
Project budget	USD 25.8 million	
Project expenditure at the time of evaluation	USD 14.8 million (as of 31 st December 2020)	
Funding source	DFID, CSSF (Conflict Stability and Security Fund) USAID,	
Implementing Party	UNDP Pakistan	

2. Background and context

On 28 May 2018, the 25th Amendment to the Constitution of Pakistan was passed, resulting in the merger of the Federally Administered Tribal Areas (FATA) into neighbouring Khyber Pakhtunkhwa (KP) province. The merger, one of the most consequential reforms in Pakistan's 70-year history, is an unprecedented extension of constitutional rights and governance structures to 5million of the poorest people in Pakistan.

The Merged Areas Governance Project (MAGP) is a unified project across the Merged Areas (MAs) to build the capacity of government institutions and assist the Government of Khyber Pakhtunkhwa (GoKP) in the integration and mainstreaming of these districts. The project provides technical assistance to introduce and enhance inclusive and responsive governance structures, support the extension of rule of law institutions and services, implement evidence and information-based policy and planning, improve financial and economic management and build implementation capacities at all levels. MAGP provides technical assistance to the GOKP to successfully implement the reform agenda and make the merger successful through the provision of technical support for identifying and bridging procedural, structural and capacity gaps. The project is being implemented using a Problem-Driven Iterative Adaptation (PDIA) methodology to deliver needs-based and flexible support to the Government of Khyber Pakhtunkhwa.

The project closely coordinated the erstwhile FATA secretariat for the establishment of the Directorate of Transition and Reforms (DTR) until the merger in May 2018. After the merger on May 25th, 2018, MAGP redirected its' focus towards supporting the implementation of reforms, which caused a considerable shift in the Project's planning and coordination process. The initial challenge was to address the critical need for administrative cohesion between KP and FATA and support the provincial government in making timely and relevant decisions to address this challenge. MAGP project provided high-level strategic assistance to the KP Government and ensured that previous reporting lines under the FATA Secretariat be aligned with relevant departments under the KP Government's infrastructure.

Secondly, the project established dedicated support units in critical government departments for providing technical assistance to the government for implementation of reforms in the Merged Areas. Currently, three of the dedicated support units established under the Project have concluded their mandated tasks and are no longer functional (Strategic Support Unit, Chief Secretary Delivery Unit, and Finance Delivery Unit) while four units (Chief Minister's Strategic Communication Unit, Local Government Reforms Unit and KP Board of Revenue reforms Cell and Economic Development Unit) remain functional and provide required capacity support to concerned government departments.

The Merged Areas Governance project's theory of change builds on the provision of four core lines of support which is captured by the following four outputs of the project.

Output 1: Improved service delivery of administrative and governance institutions in the merged areas:

The integration of the Merged Areas in KP required the extensive introduction of governance and rule of law institutions resulting in greater access to services and constitutional rights for the population. The previous governing structures prevalent in the Merged Areas differ significantly from the rest of KP at both the District and Secretariat level, while rule of law institutions are largely absent, with no history of operation in the areas.

The project provides technical assistance to the alignment of the administrative structure of both entities with a focus on integrating human resource systems. Smooth integration of these administrative structures will lead to improved service delivery and implementation of provincial policies and initiatives to the Merged Areas. Financial and accounting systems in KP differ significantly from the Merged Areas, as they comply with different financial and accounting frameworks. The project supports Public Financial Management (PFM) reforms in the Merged Areas, leading to the integration of accounting and financial systems. Improved accounting and auditing systems will lead to fiscal discipline and better management of resources in the area. Land settlement and district level institutional support is also included.

Output 2: Relevant authorities are strengthened through the provision of policy-level support on local governance structures in the Merged Areas

A key element of MAGP's work is to ensure that local government elections in the Merged Areas-where there has never been an elected local governance structure-are held alongside the rest of the province. To date, UNDP has supported the KP Government in the formation of a Local Government (LG) framework and will support LG elections in 2021, including the capacity building of newly-elected officials. Technical Assistance has been provided for the review and revision of the KP LG Act 2013 and other associated documents such as Rules of Business and by-laws. Moreover, technical assistance was provided to the relevant authorities, including the Election Commission, in holding the delimitation exercise and provincial assembly elections themselves.

Output 3: Improved public trust in Government's led reforms process in the merged areas

A critical risk to the reform process is derailment due to a communication gap between the provincial government and the local communities. Negative media commentary, or inadequate information can erode political will or momentum around the process, leading to the significant risk of a disaffected local population that believes progress against delivering services and rights to be inadequate. As such, citizens must be made aware of the government's efforts to fulfil promises and avail facilities that the government has created for them.

The areas of work under this output is to mitigate risk by focusing on local communities-with a focus on women inclusion-through extensive consultations and strategic communication campaigns on the reforms process, working through the Strategic Communications Unit with the Chief Secretary's office. A key focus of this work is to inform the local communities about the overall impact of extension of governance institutions, particularly with regards to empowerment and awareness-raising of their legal rights. Campaigns were also designed to reduce local apprehensions around the shift in the governing system. Both top-down and bottom-up communication approaches are being utilized. For example, a civic and voter education campaign to inform and educate the citizenry about the upcoming Local Government reforms alongside grassroots community dialogues, inter-agency, and provincial-level dialogues and events on the integrations process are supported.

Output 4: Government and Private Sector Supported to Deliver the Socio-Economic Dividends of Merger

For the integration process to be successful, the population must benefit from the economic dividends of the merger. One of the key components of economic integration is the implementation of the Tribal Decade Strategy and Accelerated Implementation Plan. Furthermore, the Finance Department was supported in including the Merged Areas in the provincial fiscal planning and budgetary processes. The

activities envisaged under this output also cover technically supporting the Provincial Finance Department in negotiating the National Finance Commission (NFC) share for resourcing the Multi-year Development Plan.

Previously, the Merged Areas lacked access to provincial socio-economic inclusion initiatives. Activities planned under this output also involve supporting the provincial government, specifically the Planning and Development department in the extension of coverage of these initiatives to these areas. The initiatives' support includes health, education, employment generation, etc., with a focus on the inclusion of women. The project also engages the private sector in areas such as health, education, and mines and minerals.

Evaluation purpose, scope and objectives

Evaluation Purpose/Objectives

- To evaluate the achievements of the project against UNDP Pakistan's Country Project Document (CPD) Outcome/CPD Output/Project indicators and intended and un-intended impacts on government counterparts and local communities.
- To evaluate whether the CPD output/Project Output Results have been achieved in a cost-effective manner.
- To determine whether cross cutting issues such as gender, inclusion and sustainability were mainstreamed in the implementation of the project.
- To evaluate the effectiveness of the project in reaching its objectives.
- To suggest improvements for the future, based on lessons learned to date, for ongoing project interventions and suggest replication of best practices and experiences.

The scope of the evaluation covers the interventions carried out from the inception of MAGP in 2018 until 31st December 2020. The Merged Areas Governance Project (MAGP) was initiated in January 2018 with financial support from DFID-CSSF. Due to access and security issues in the MAs and the immediate merger of erstwhile FATA with the KP province in May 2018 the project was unable to conduct a baseline exercise and this mid-term evaluation will be the first Project evaluation to be conducted.

For this purpose, UNDP Pakistan seeks the services of a Lead Evaluator and a Subject Specialist to provide evaluation expertise for UNDP supported MAGP project activities. The geographic area for the evaluation will include Peshawar i.e departments at the provincial level which have been supported during MAGP. However, outcomes should consider the entire merged areas wherein the project has intervened for capacity building of the relevant government departments such as local government department (TMAs) and capacity building for the district level staff on annual budget cycle and KPIFMIS extension.

The evaluator will compile lessons learnt, and provide recommendations that will facilitate updates to the design of the project and related future interventions. The evaluation will be based on five assessment criteria defined by the United Nations Evaluation Group (UNEG) i.e. efficiency, effectiveness, relevance, impact and sustainability.

This scope of work includes evaluation of project interventions and resources falling under all four outputs of MAGP.

Target groups for the evaluation include officials from the government departments which have been supported: Local Government, Planning and Development, Board of Revenue, Chief Secretary Office, Strategic Communication's Unit, Finance Department, Rule of Law institutions, District Commissioner

offices, development partners (all three donors), and Implementing Partners (IPs including FATA Research Center, IM sciences and Midas Communications).

Note: Travel to the Merged Areas and primary data collection from communities is not required.

The expert will lead the evaluation process and will be responsible:

- To lead the process from start to finish, manage client expectations and coordinate key deliverables and timelines.
- Manage the subject specialist's role, ensuring that timeliness and quality are adequately focused on.
- To assess/evaluate project achievements against UNDP Pakistan's Country Project Document (CPD) Outcome/CPD Output/Project indicators, and intended and unintended impacts on the KP FATA merger, relevant government bodies and democratic space
- To assess whether the CPD output/Project Output Results have been achieved in a cost-effective and cost-efficient manner
- To determine whether cross cutting issues such as gender, inclusion and sustainability were mainstreamed in the implementation of the project
- To identify lessons learned on effectiveness of the project design, intervention strategies and implementation.
- The evaluation shall mainly focus on relevance of project activities to needs of the beneficiaries/institutions, effectiveness and efficiency of implementation approach, and sustainability and impact of the project interventions.
- To suggest improvements for future and ongoing programmes and suggest replication of the best practices and experience.

The Lead Evaluator will steer the evaluation process from evaluation design to completion of the assignment, and directly oversee inputs by the Subject Specialist. The Subject Specialist evaluator will support and assist the Lead Evaluator during planning and implementation of activities for this evaluation. The Lead Evaluator and Subject Specialist will plan and execute the evaluation process in collaboration with UNDP team and in direct coordination with the Project team. The Lead Evaluator will ensure that the assignment is completed within the agreed timeframe.

Location of the assignment will be Islamabad. Any travel outside of Islamabad will be reimbursed as per UNDP policies.

Evaluation criteria and key questions

Evaluation Criteria: Impact of project interventions will be measured against the following criteria

Relevance, effectiveness, efficiency, impact and sustainability.

These are discussed below separately.

Relevance: Relevance of project interventions assessed for the extent to which they are focused on strengthening democratic institutions. It also refers to the extent to which the project responds to the needs and priorities of citizens of Pakistan.

Effectiveness: extent to which project objectives have been attained or are likely to be attained; and the extent to which people and democratic institutions have benefitted from project interventions

Efficiency: Is the relation between inputs of resources and results achieved appropriate and justifiable?

Impact: Explore if and how various project components had a positive/less positive/no impact on each other

Sustainability: Assess the sustainability of results achieved, such as partner capacity developed, and voter awareness improved.

Key Evaluation Questions:

Specifically, the evaluation will assess the relevance, efficiency, effectiveness, impact and sustainability of MAGP results achieved through the questions listed below. Specific questions must be developed by the Lead Evaluator and Subject Specialist in-line with project documents and available data. There will be an emphasis on cross cutting themes such as gender and Human Rights, given the scope and sensitivity of MAGP objectives.

This list of questions is representative and not exhaustive and will be further detailed and agreed upon as part of the evaluation inception report.

A. Relevance:

- To what extent was the project in line with the national development priorities, the country programme's outputs and outcomes, the UNDP Strategic Plan, and the SDGs?
- To what extent does the project contribute to the theory of change for the relevant country programme outcomes? How relevant are the project's four components for supporting the merger/integration and development of the MAs?
- To what extent were lessons learned from other relevant projects considered in the project's design as well as during its execution between 2018 and 2020?
- To what extent does the project contribute to Leave No One Behind, gender equality, the empowerment of women, and the human rights-based approach?
- Evaluate the extent to which MAGP implementation strategy has been responsive to the emerging needs and priorities of Government counterparts and the context of the emerging development scenario of the MAs.

B. Efficiency:

- To what extent have the UNDP project implementation strategy and execution been efficient and cost-effective?
- To what extent has there been an economical use of financial and human resources? Have resources (funds, human resources, time, expertise, etc.) been allocated strategically to achieve outcomes?
- To what extent have project funds and activities been delivered on time, keeping a value addition approach?

C. Effectiveness

- To what extent were the objectives of the four project outputs achieved with evidence of results?

Output 1: Improved service delivery of administrative and governance Institutions in the merged areas:

Output 2: Relevant authorities are strengthened through the provision of policy-level support on local governance structures in the Merged Areas

Output 3: Improved public trust in Government's led reforms process in the merged areas

Output 4: Government and Private Sector Supported to Deliver the Socio-Economic Dividends of Merger

- What factors have contributed to achieving or not achieving intended country programme outputs and outcomes?
- To what extent has the UNDP partnership and resource mobilization strategy with Government departments, UN agencies, and international donors ensured coordinated support for the development of MAs?
- In which areas does the project have the greatest achievements and the fewest successes? Why and what have been the supporting or constraining factors? How can the project build on achievements and overcome the constraints in the next years?
- To what extent has the project management and implementation been participatory, flexible, adaptive, and responsive to emerging needs and priorities of the MAs?

D. Impact

- Explore if and how various project components had a positive/less positive/no impact on each other
- What has been the impact of MAGP interventions for the historical merger of FATA with KP, in terms of integrating FATA systems and processes with the rest of KP?
- What has been the impact of capacity building initiatives for government officials and other related stakeholders?
- Did the project address cross cutting issues such as gender mainstreaming, inclusion and human rights?
- Was there evidence of results and recognition of UNDP support?

E. Sustainability:

- Assess the sustainability of technical assistance to the government departments for continuity of the functions that are currently being performed by the embedded units of MAGP.
- The extent to which the government has done planning for continuity of the same functions after the phase-out of the project.
- Are there any financial risks that may jeopardize the sustainability of project outputs?
- Are there any social or political risks that may jeopardize the sustainability of project outputs and the project's contributions to country programme outputs and outcomes?

- To what extent are lessons learned being documented by the project team continually and shared with appropriate parties who could learn from the project?

Cross-cutting themes:

Gender equality

- To what extent have gender equality and the empowerment of women been addressed in the design, implementation, and monitoring of the project?
- To what extent has the project promoted positive changes in gender equality and the empowerment of women? Were there any unintended effects?

Human Rights

- To what extent have poor, indigenous and physically challenged, women and other disadvantaged and marginalized groups benefited from MAGP interventions?

Please note that specific questions on the key outputs of MAGP are expected to be included in the inception report. The Lead Evaluator, with support from the Subject Specialist, will finalize the specific questions to be used in coordination with UNDP.

Methodology

The evaluation process is designed as per UNDP guidelines in line with the four outputs of the MAGP project. The evaluation process will be carried out by two experts; i.e. Lead Evaluator and Subject Specialist in coordination with the UNDP team. The evaluation team; i.e. Lead Evaluator and Subject Specialist, will conduct exhaustive document review, before designing qualitative (and quantitative where relevant) data collection tools and ascertain the effectiveness and impact of the project interventions. The lead evaluator remains fully responsible for ensuring that the deliverables are produced on a timely basis according to the client's expectations and UNDP guidelines. The subject specialist will also be reporting to the lead evaluator, with the lead evaluator the key focal point for UNDP.

Qualitative data will be collected as primary data, applying a series of social research methods including semi-structured interviews, interviews with key informants and discussions. This will be useful to assess the extent to which the strategies and activities undertaken by the MAGP project have achieved objectives given in the project documents⁴; positive achievements of the interventions; challenges faced during implementation and steps taken to address them; lessons learned; and possible recommendations to guide the project in future. In order to get a holistic appraisal of the above mentioned, the evaluation will engage relevant stakeholders in consultation with UNDP teams.

The methodology and evaluation questions will be finalised by the Lead Evaluator and Subject Specialist in coordination with UNDP and will be part of the inception report.

It is visualized that the methodology will encompass the following of two methods including:

⁴ Project Documents for MAGP are the three project proposals signed with donors; i.e. DFID, CSSF and USAID; as well as workplans, results framework and other strategic documents.

- **Document review –Review of the following project documents and reports prepared during the project implementation**

- Project document/Project proposals and other relevant documents
- Theory of change and results framework
- Project reports including monthly, quarterly and annual reports
- Training reports
- Research reports
- Annual workplans.
- Evaluation/monitoring reports
- Project supported publications and IEC material.

- **Interviews, participatory meetings & discussions with key stakeholders**

All interviews and discussions should be undertaken as per UNDP evaluation guidelines. UNDP team might accompany evaluators, as observers, during discussions and interviews with some key stakeholders. In addition to meetings with UNDP staff, other meetings include project team members, Management Support Unit, Democratic Governance Unit and Deputy Resident Representative. Approximately 20-30 interviews and discussions will be conducted with partners and stakeholders. Duration of each interview may be 30-40 minutes. Interviews with stakeholders based in locations other than Islamabad and Peshawar may be held online. Questions for the interviews may be shared beforehand with the interviewees.

- **Evaluation team is not expected to travel to the Merged Areas.**

Based upon the above assessment, the evaluation team will compile lessons learnt and make recommendations for the future.

The data gathered during evaluation process will be the property of UNDP.

Evaluation products (key deliverables)

Evaluation Workplans and Inception Report: Proposed approach, methodology, timeline, and estimated budget for completion of the work requested. The Lead Evaluator will submit an inception report, with support from the Subject Specialist, reflecting the evaluators understanding of the assignment, schedule of tasks, activities and deliverables. Evaluators can start conducting interviews before finalizing the inception report. The finalized evaluation work plan can be modified with UNDP's approval throughout implementation of the assignment if conditions or needs change. The finalized plans, given in the inception report, with attached approved amendments will be used as the basis for assessing completion and quality of the assignment.

Draft Evaluation Report: After the field activities, the Lead Evaluator will submit a draft evaluation report of MAGP, highlighting achievements, constraints, and lessons learnt as well as corrective measures where required and recommendations

Evaluation report audit trail and final evaluation report. Comments and changes by the evaluator in response to the draft report should be retained by the evaluator to show how they have addressed comments. After receiving written comments and feedback to the draft evaluation report from UNDP, the evaluation team will submit a final report addressing this feedback.

Separate 1-2 pager **summary brief** with infographics summarizing the key findings of the evaluation for sharing with external audiences.

And **submission of data to UNDP:** all the primary data collected for this assignment will be submitted to UNDP in electronic form within 30 days of completion of assignment.

The Evaluation Report should contain the following:

- Title page
- List of acronyms and abbreviations
- Table of contents, including a list of annexes
- Executive summary
- Introduction: background and context of the project
- Description of the project – its logic theory, results framework
- Purpose of the evaluation
- Key questions and scope of the evaluation
- Approach and methodology
- Findings
- Analysis - explanation and interpretation of findings
- Conclusions
- Lessons learnt and recommendations
- Annexes

Report format will be finalized by the evaluation team in consultation with UNDP.

Related Evaluation Activities

To achieve the objectives and produce the deliverables of the evaluation, the Lead Evaluator will be expected to undertake related activities including:

Contextualize MAGP interventions: The Lead Evaluator will contextualize MAGP interventions as related to the process and challenges of the merger between FATA and KP.

Prepare Inception Report: The Lead Evaluator will present an Inception Report elaborating the evaluation methodology to the stakeholders at the beginning of the evaluation.

Meetings with stakeholders

- The UNDP project team will brief the Lead Evaluator and Subject Specialist and provide all necessary details and clarifications on the documents made available for the document review.
- The evaluation team will have meeting and discussions with the project team, Chief Technical Advisor, Assistant Resident Representative Democratic Governance Unit, Management Support Unit (MSU), Deputy Resident Representative and Resident Representative UNDP.
- Evaluation team will meet with the following government and IPs: Local Government, Planning and Development, Board of Revenue, Chief Secretary Office, Strategic Communication's Unit, Finance Department, Rule of Law institutions, District Commissioner offices and Implementing Partners (IPs including FATA Research Center, IM sciences and Midas Communications).
- The evaluation team will meet with bilateral donor representatives present in the country including DFID, CSSF (both jointly known as FCDO now) and USAID.

Consultation on draft report and recommendations following the submission of the draft report, undertake consultations with UNDP to receive feedback for incorporation into the final report.

Required qualifications, competencies and skills for Lead Evaluator

- Master's Degree in Social Sciences, Economics or any other related discipline
- Minimum of 10 years of monitoring and evaluation and programme evaluation experience in governance, stabilization, and development programmes in developing countries, especially Pakistan
- Solid understanding of governance, institutional development, government structures and human rights within the Pakistani context
- Familiarity with international context and post-conflict/ crises in developing societies.
- Familiarity with UNDP/UN evaluation policies and procedures, and with the programming principles of the UNDP/UN will be an asset.
- Experience in leading evaluation teams and ensuring gender equality and gender representation in the evaluations.
- Experience and knowledge of the socio-political context of the MAs and Khyber Pakhtunkhwa would be a strong asset.
- Excellent evaluation skills, quantitative and qualitative analysis (data analysis) and proven capacity to effectively analyze, and present data/information.
- Excellent communication and writing skills in English, ability to organize and synthesize information in a systematic manner
- Ability to communicate effectively in Urdu and English. Knowledge of Pashto will be an added advantage.

Competencies

Corporate Competencies:

- Demonstrates integrity by modelling the UN's values and ethical standards (human rights, peace, understanding between peoples and nations, tolerance, integrity, respect, impartiality) results orientation
- Promotes the vision, mission, and strategic goals of UNDP
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability.

Functional Competencies:

- Consistently approaches work with energy and a positive, constructive attitude
- Demonstrates good oral and written communication skills
- Has the ability to work both independently and in a team, and ability to deliver high-quality work on tight timelines.

Behavioral competencies:

- Gender-sensitive
- Comfortable working in dynamic environments that change frequently
- Able to perform in a high-stress and difficult security environment, with austere living quarters.

Computer Skills:

- Proficiency in MS Office and statistical analysis software

Evaluation ethics

This evaluation will be conducted in accordance with the principles outlined in the UNEG 'Ethical Guidelines for Evaluation'. The consultant 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 consultant 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 with the express authorization of UNDP and partners.

Management and implementation arrangements

Deputy Resident Representative, UNDP Pakistan, will be the Evaluation Commissioner (EC) and Head of Management Support Unit will be the Evaluation Manager (EM). EC will be supported by EM in safeguarding the independence of the evaluation exercise and ensure the quality of evaluation in a timely fashion. To ensure independence and impartiality, EM will be the focal person for this evaluation. EM will ensure that the evaluation is conducted as per the evaluation plan and in line with this ToR.

DGU staff and MAGP project team will facilitate EM and the work of the Lead Evaluator before and during the assignment period. These TORs shall be the basis upon which compliance with assignment requirements and overall quality of services provided by the Lead Evaluator will be assessed by UNDP. Lead Evaluator will perform the tasks mentioned below, in coordination with the Subject Specialist, being hired for the MAGP evaluation process. Lead Evaluator will steer the process and be responsible for quality assurance and timely submission of final report.

Time frame for the evaluation process.

Duration of the Work: The duration of the work is 30 working days spread over 02 months. Detailed time frame for evaluation is given below:

S#	Deliverables	Description of deliverables	Submission timeline⁵	Payment Instalment Schedule
1	Deliverable 1	Inception report including methodology and key questions and workplan	5 days from signing contract	20% of the instalment
2	Deliverable 2	Draft Evaluation Report which obtains data collection from field visits	15 days from submission of inception report	25% of the instalment

⁵ The Evaluation Lead and Subject Specialist will develop internal timelines between them to adhere to these deadlines, as the subject specialist is anticipated to be contributing to draft version(s) through data gathering, analysis and review. The Lead will keep UNDP informed on the status/quality of the Subject Specialist's inputs, if required.

3	Deliverable 3	Evaluation report audit trail and Final Report	6 days ⁶ from submission of draft report	35% of the instalment
4	Deliverable 4	Submission, presentation of evaluation summary brief and submission of evaluation data to UNDP	4 days after submission of final report	20% of the instalment

⁶ During this period, a series of discussion and feedback in writing between UNDP/Lead Evaluator will take place for the finalization of document



INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS

GENERAL CONDITIONS OF CONTRACT FOR THE SERVICES OF INDIVIDUAL CONTRACTORS

1. LEGAL STATUS: The Individual contractor shall have the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP), and shall not be regarded, for any purposes, as being either a “staff member” of UNDP, under the UN’ Staff Regulations and Rules, or an “official” of UNDP, for purposes of the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between UNDP and the Individual contractor. The officials, representatives, employees or subcontractors of UNDP and of the Individual contractor, if any, shall not be considered in any respect as being the employees or agents of the other, and UNDP and the Individual contractor shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. STANDARDS OF CONDUCT: In General: The Individual contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions on the Contract regarding the Individual contractor’s performance under the Contract, the Individual contractor shall promptly notify UNDP and shall provide all reasonable assistance required by UNDP. The Individual contractor shall not take any action in respect of its performance of the Contract or otherwise related to its obligations under the Contract that may adversely affect the interests of UNDP, and the Individual contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP. The Individual contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of UNDP. The Individual contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In the performance of the Contract the Individual contractor shall comply with the standards of conduct set in the Secretary General’s Bulletin ST/SGB/2002/9 of 18 June 2002, entitled “Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission”. The individual contractor must comply with all Security Directives issued by UNDP. Failure to comply with such security directives is grounds for termination of the Individual contractor for cause. Prohibition of Sexual Exploitation and Abuse: In the performance of the Contract, the Individual contractor shall comply with the standards of conduct set forth in the Secretary-General’s bulletin ST/SGB/2003/13 of 9 October 2003, concerning “Special measures for protection from sexual exploitation and sexual abuse”. In particular, the Individual contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

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

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

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

UNDP shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Individual contractor has developed for UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual contractor of its obligations under the Contract, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to UNDP a perpetual licence to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract. At the request of UNDP, the Individual contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Individual contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under the Contract

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

5. TRAVEL, MEDICAL CLEARANCE AND SERVICE INCURRED DEATH, INJURY OR ILLNESS: If the Individual contractor is required by UNDP to travel beyond commuting distance from the Individual contractor's usual place of residence, and upon prior written agreement, such travel shall be at the expense of UNDP. Such travel shall be at economy care when by air.

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

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

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

6. PROHIBITION ON ASSIGNMENT; MODIFICATIONS: The Individual contractor may not assign, delegate, transfer, pledge or make any other disposition of the Contract, of any part thereof, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP, and any attempt to do so shall be null and void. The terms or conditions of any supplemental undertakings, licences or other forms of Contract concerning any goods or services to be provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an Contract by UNDP thereto, unless any such undertakings, licences or other forms of Contract are the subject of a valid written undertaking by UNDP. No modification or change in the Contract shall be valid and enforceable against UNDP unless provided by means of a valid written amendment to the Contract signed by the Individual contractor and an authorized official or appropriate contracting authority of UNDP.

7. SUBCONTRACTORS: In the event that the Individual contractor requires the services of subcontractors to perform any obligations under the Contract, the Individual contractor shall obtain the prior written approval of UNDP for any such subcontractors. UNDP may, in its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefore, and such rejection shall not entitle the Individual contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract. The Individual contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

8. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS: The Individual contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Individual contractor, in any manner whatsoever, use the name, emblem or official seal of UNDP, or any abbreviation of the name of UNDP, in connection with its business or otherwise without the written permission of UNDP.

9. INDEMNIFICATION: The Individual contractor shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to: (a) allegations or claims that the use by UNDP of any patented device, any copyrighted material or any other goods or services provided to UNDP for its use under the terms of the Contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or (b) any acts or omissions of the Individual contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

10. INSURANCE: The Individual contractor shall pay UNDP promptly for all loss, destruction or damage to the property of UNDP caused by the Individual contractor, or of any subcontractor, or anyone directly or indirectly employed by them in the performance of the Contract. The Individual contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of its obligations under the Contract, as well as for arranging, at the Individual contractor's sole expense,

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

11. ENCUMBRANCES AND LIENS: The Individual contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Individual contractor or to become due for any work donor or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Individual contractor.

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

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

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

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

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

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

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

14. NON-EXCLUSIVITY: UNDP shall have no obligation respecting, and no limitations on, its right to obtain goods of the same kind, quality and quantity, or to obtain any services of the kind described in the Contract, from any other source at any time.

15. TAXATION: Article II, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.

16. AUDITS AND INVESTIGATIONS: Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a refund from the Individual contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.

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

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

17. SETTLEMENT OF DISPUTES:

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

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

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

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

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

Proposal Submission form

Dear Sir/Madam,

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

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

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

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

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

Signature

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

Date _____

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

Dear Sir/Madam:

I hereby declare that:

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

I) I confirm that I have no first degree relative (mother, father, son, daughter, spouse/partner, brother or sister) currently employed with any UN agency or office *[disclose the name of the relative, the UN office employing the relative, and the relationship if, any such relationship exists];*

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

- ☐ Sign an Individual Contract with UNDP;
- ☐ Request my employer *[state name of company/organization/institution]* to sign with UNDP a Reimbursable Loan Agreement (RLA), for and on my behalf. The contact person and details of my employer for this purpose are as follows:

K) I hereby confirm that *[check all that applies]:*

- ☐ At the time of this submission, I have no active Individual Contract or any form of engagement with any Business Unit of UNDP;
- ☐ I am currently engaged with UNDP and/or other entities for the following work:

Assignment	Contract Type	UNDP Business Unit / Name of Institution/Company	Contract Duration	Contract Amount

- ☐ I am also anticipating conclusion of the following work from UNDP and/or other entities for which I have submitted a proposal:

Assignment	Contract Type	Name of Institution/ Company	Contract Duration	Contract Amount

L) I fully understand and recognize that UNDP is not bound to accept this proposal, and I also understand and accept that I shall bear all costs associated with its preparation and submission and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

M) ***If you are a former staff member of the United Nations recently separated, please add this section to your letter:*** I hereby confirm that I have complied with the minimum break in service required before I can be eligible for an Individual Contract.

N) I also fully understand that, if I am engaged as an Individual Contractor, I have no expectations nor entitlements whatsoever to be re-instated or re-employed as a staff member.

- O) Are any of your relatives employed by UNDP, any other UN organization or any other public international organization?

YES ☐ NO ☐ the answer is "yes", give the following information:

Name	Relationship	Name of International Organization

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

YES ☐ NO ☐

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

YES ☐ NO ☐ If answer is "yes", WHEN?

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

Full Name	Email Address	Business or Occupation

- S) Have you been arrested, indicted, or summoned into court as a defendant in a criminal proceeding, or convicted, fined or imprisoned for the violation of any law (excluding minor traffic violations)?

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

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

DATE: _____

SIGNATURE: _____

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

Annexes *[please check all that applies]:*

- ☐ CV shall include Education/Qualification, 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)

THIS DOCUMENT SHOULD BE PASSWORD PROTECTED IN YOUR SUBMISSION.

**BREAKDOWN OF COSTS⁷
SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL**

A) Breakdown of Cost by Components:

Cost Components	Unit Cost PKR	Quantity	Total Rate for the Contract Duration- PKR
I. Personnel Costs			
Professional Fees			
Life Insurance			
Medical Insurance			
Communications			
Land Transportation			
Others (pls. specify)			
II. Travel ⁸ Expenses to Join duty station			
Round Trip Airfares to and from duty station			
Living Allowance			
Travel Insurance			
Terminal Expenses			
Others (pls. specify)			
III. Duty Travel			
Round Trip Airfares			
Living Allowance			
Travel Insurance			
Terminal Expenses			
Others (pls. specify)			

B) Breakdown of Cost by Deliverables*

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

⁷ The costs should only cover the requirements identified in the Terms of Reference (TOR)

⁸ Travel expenses are not required if the consultant will be working from home.

**Basis for payment tranches*

ANNEX V

THIS DOCUMENT SHOULD BE PASSWORD PROTECTED IN YOUR SUBMISSION.

FINANCIAL PROPOSAL

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

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

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

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

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

Name:

Signature:

Date:



*Empowered lives.
Resilient nations.*

STATEMENT OF HEALTH – INDIVIDUAL CONTRACTORS

Name of Consultant/Individual Contractor:

Last Name, First Name

Statement of Good Health

In accordance with the provisions of Clause 5 of the [General Terms & Conditions for Individual Contractors](#), I am submitting this statement to certify that I am in good health and take full responsibility for the accuracy of this Statement. I am aware that information pertaining to inoculation requirements in respect of official travel to countries can be referred to at <http://www.who.int/ith>.

I certify that my medical insurance coverage is valid for the period from to (if applicable)

I certify that my medical insurance covers medical evacuations at Duty Station(s): Duty Station(s) Rating: "B through E". Duty stations with "A" or "H" do not require medical evacuation coverage.

The name of my medical insurance carrier is:

Policy Number:

Telephone Number of Medical Insurance Carrier:

A copy of proof of insurance MUST be attached to this form.

Signature of Consultant/Individual Contractor

Date

This statement is only valid for Consultant/Individual Contractor Contract No.

Signature of Officer Supervising the Contract

Name

Business Unit