



**INDIVIDUAL CONSULTANT (National)  
PROCUREMENT NOTICE**

**Date: 07<sup>th</sup> June 2021**

**Ref: UNDP-IC-2021-197**

**ORPS: 1193**

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**Country:** *Pakistan*

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

**Project name:** Sustainable Forest Management (SFM) -ECCU-UNDP

**Period of assignment/services (if applicable):** The duration of the contract will be 35 working days.

**Location:** Home Based

Please submit your Technical and Financial proposals to the following address not later than **21<sup>st</sup> June 2021 at 12:30 PM PST**

**UNDP- IC-2021-197**

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

United Nations Development Programme

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

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

or by email to [bids.pk@undp.org](mailto:bids.pk@undp.org) no later than **21<sup>st</sup> June 2021 at 12:30 PM PST**.

**Kindly write the following on top left side of the envelop or email subject line**  
**"UNDP-IC-2021-197- "National Consultant for Terminal Evaluation for Project".**

**Important note for email submissions:** Please put "UNDP-IC-2021-197" 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](mailto: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.

## TERMS OF REFERENCE

## HIRING OF INDIVIDUAL CONSULTANT FOR TERM EVALUATION OF PROJECT

<b>Project Title</b>	<b>Sustainable Forest Management (SFM) to secure multiple benefits in Pakistan's high conservation value forests</b>
<b>Post Title</b>	<b>National Consultant to support Team Leader</b>
<b>Duty Station</b>	<b>Home based</b>
<b>Duration</b>	<b>35 working days spread across 04 months</b>
<b>Contract</b>	<b>Individual Consultancy Contract – Short Term</b>

## 1. INTRODUCTION

In accordance with UNDP and GEF M&E policies and procedures, all full- and medium-sized UNDP-supported GEF-financed projects are required to undergo a Terminal Evaluation (TE) at the end of the project. This Terms of Reference (ToR) sets out the expectations for the TE of the full-sized project titled *"Sustainable Forest Management (PIMS# 4674)"* implemented through *Ministry of Climate Change*. The project started on January 2016 and is in its *sixth* year of implementation. The TE process must follow the guidance outlined in the document 'Guidance for Conducting Terminal Evaluations of UNDP-Supported, GEF-Financed Projects' ([Guidance for Terminal Evaluations of UNDP-supported GEF-financed Projects](#)).

## 2. PROJECT BACKGROUND AND CONTEXT

Programme Period: 70 months ( Inclusive of 10 months extension)

Total resources required: USD 8,338,000

Total allocated resources:

- **GEF** **USD 8,338,000**
- **Co-financing** **USD**
  - Government USD 47,770,000
  - UNDP USD 1,000,000
  - CBOs USD 650,000

Sustainable Forests Management is a five years project funded by GEF and supported by UNDP. Ministry of Climate Change (MoCC) is the executing agency/Implementing Partner for this project. The Project Management Unit (PMU) is established in Islamabad which serves as the secretariat for IP. Provincial Forest Departments are the co-implementing partners in KPK, Punjab and Sindh. Similarly, Provincial

Management Implementation Units (PMIUs) are established for implementing the planned activities in the respective landscapes.

There are six landscapes selected for executing the project interventions. Project forest landscapes have been selected based on their global and national significance for biodiversity conservation and climate mitigation, operational feasibility, local security, governance, and well-defined land tenure. The target areas include state-owned forests as well as communal and private forests.

Objective of the SFM project is to promote sustainable forest management in Pakistan's Western Himalayan Temperate Coniferous, Sub-tropical broadleaved evergreen thorn (Scrub) and Riverine forests for biodiversity conservation, mitigation of climate change and securing of forest ecosystem services. In particular, it aims at implementation of three inter-related and mutually complementary components that are focused at addressing the barriers of inadequate planning, regulatory and institutional frameworks to integrated forest resource management, and enhancing the limited experience among key government and civil society stakeholders in developing and implementing SFM practices on the ground.

Location of the landscapes in Punjab as per project document were fixed as scrub forest in Chakwal and Riverine forest in South Punjab. When the project started its activities' implementation on the ground, it was found not feasible due to numerous reasons to pursue implementation of the SFM activities regarding restoration of riverine forest in South Punjab. The issue was discussed in Project Board Meeting and the Boards Members suggested to visit and make a feasibility report for selection of an alternative site. UNDP and SFM management jointly visited the sites and selected pine forest in Rawalpindi North (Kahuta and Kalar Syedan) and an addition of Samarkand in the Scrub landscape at Chakwal. Deciding restoration and reforestation targets for the sites in Punjab are under consideration and shortly be finalized to be used in evaluation missions of the project to judge the progress made during course of the project.

7,436 hectares will have to be reforested and 13,128 hectares will be used for conservation of biodiversity in Sukkur and Kot Dingano Lakhat riverine forest in Benazir Abad. Interventions in Kaghan and Siren landscapes at KPK for SFM cover approximately 28,005 ha of state and community forests, of which approximately 18,000 ha are of high conservation value, 7,848 ha require forest restoration and 2,157 ha require reforestation. There are three major outcomes the project is pursuing its attainment towards the institutionalization of SFM in the country.

**Outcome 1:** will support the incorporation of sustainable forest management objectives and safeguards in forest management planning, forestland allocation and compliance of monitoring systems at the local level.

**Outcome 2:** will identify, demarcate and implement on-the-ground approaches to improving management of high conservation value forests within six landscapes covering an area of 58,545 ha with the aim of meeting life requisites of the target species, and habitats such as breeding areas, feeding areas, water sources, dispersal and connectivity corridors, etc. It will be achieved through the following four objectives:

**Outcome 3:** will develop practical approaches to enhancing carbon sequestration through restoring degraded and former forested areas (LULUCF activities) by a combination of restoration and reforestation of 10,005 ha of degraded conifer forests; ,400 ha of degraded scrub forests, and reforestation of 7,436 ha of Riverine forests with native species.

### 3. TE PURPOSE

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

### 4. TE APPROACH & METHODOLOGY

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

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

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

Engagement of stakeholders is vital to a successful TE. Stakeholder involvement should include interviews with stakeholders who have project responsibilities, including but not limited to Ministry of Climate Change, Economic Affairs Division (EAD) , Pakistan Forest Institute, Planning Commission of Pakistan, , Provincial Forest Departments of Punjab, Sindh and KP, , Executing Agencies, Senior Officials and task team/ component leaders, key experts and consultants in the subject area, Project Board, project stakeholders, academia, local government and CSOs, etc. Additionally, the **National Consultant**

is expected to conduct field missions to KPK, Sindh, Punjab and meet with the local communities if permitted by UNDP as per the SOPs under COVID-19 pandemic.

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

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

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

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

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

As of 11 March 2020, the World Health Organization (WHO) declared COVID-19 a global pandemic as the new coronavirus rapidly spread to all regions of the world. Travel to the country although not

restricted and travel in the country is well but to follow UNDSS SOPs for domestic travels which may not permit UNDP contract holder to travel. If it is not possible to travel within the country for the TE mission then the TE team should develop a methodology that takes this into account the conduct of the TE virtually and remotely, including the use of remote interview methods and extended desk reviews, data analysis, surveys, and evaluation questionnaires. This should be detailed in the TE Inception Report and agreed with the Commissioning Unit.

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

The National Consultant is expected to start the field mission in case that the international consultant cannot travel to Islamabad, he/she will work remotely from his/her home country with supports from National evaluator.

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

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

## **5. DETAILED SCOPE OF THE TE**

The TE will assess project performance against expectations set out in the project's Logical Framework/Results Framework (see ToR Annex A). The TE will assess results according to the criteria outlined in the Guidance for TEs of UNDP-supported GEF-financed Projects ([Guidance for Terminal Evaluations of UNDP-supported GEF-financed Projects](#))

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

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

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

### **Findings**

#### **i. Project Design/Formulation**

- National priorities and country driven-ness

- Theory of Change
- Gender equality and women's empowerment
- Social and Environmental Safeguards
- Analysis of Results Framework: project logic and strategy, indicators
- Assumptions and Risks
- Lessons from other relevant projects (e.g. same focal area) incorporated into project design
- Planned stakeholder participation
- Linkages between project and other interventions within the sector
- Management arrangements

## ii. Project Implementation

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

## iii. Project Results

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



## Main Findings, Conclusions, Recommendations and Lessons Learned

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

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

**ToR Table 2: Evaluation Ratings Table for *(project title)***

Monitoring & Evaluation (M&E)	Rating <sup>1</sup>
M&E design at entry	
M&E Plan Implementation	
Overall Quality of M&E	
Implementation & Execution	Rating

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

Quality of UNDP Implementation/Oversight	
Quality of Implementing Partner Execution	
Overall quality of Implementation/Execution	
Assessment of Outcomes	Rating
Relevance	
Effectiveness	
Efficiency	
Overall Project Outcome Rating	
Sustainability	Rating
Financial resources	
Socio-political/economic	
Institutional framework and governance	
Environmental	
Overall Likelihood of Sustainability	

## 6. TIMEFRAME

The total duration of the TE will be approximately *(35 working days)* over a time period of June – September 2021). The tentative TE timeframe is as follows:

TIMEFRAME	ACTIVITY
07-06-2021 - 20-06-2021 (14 days)	Application closes
21-06-2021 – 02-07-2021 ( 10 days)	Selection of TE Team
05-07-2021 – 06-07-2021 ( 02 days)	Prep the TE Team (handover of Project Documents)
07-07-2021 – 14-07-2021 ( 06 days)	Document review and preparing TE Inception Report
15-07-2021 – 21-07-2021 ( 05 days)	Finalization and Validation of TE Inception Report- latest start of TE mission
22-07-2021 – 11-08-2021 ( 15 days)	TE mission: stakeholder meetings, interviews, field visits (if not possible virtual meetings will be conducted)
12-08-2021 – 13-08-2021 (02 days)	Mission wrap-up meeting & presentation of initial findings- earliest end of TE mission
16-08-2021 – 27-08-2021 ( 10 days)	Preparing draft final report and sharing with UNDP for review

30-08-2021 – 02-09-2021 (04 days)	Incorporating audit trail from feedback on draft report/Finalization of TE report
03-09-2021 – 09-09-2021 (05 days)	Preparation & Issue of Management Response
10-09-2021 – 21-09-2021 (08 days)	Expected date of full TE completion

## 7. TE DELIVERABLES

#	Deliverable	Description	Timing / no of days	Responsibilities
1	<b>TE Inception Report</b>	TE team clarifies objectives and methods of Terminal Review	No later than 2 weeks before the TE mission: <b>21 July 2021</b>	TE team submits to the Commissioning Unit and project management
2	<b>Presentation</b>	Initial Findings	End of TE mission: <b>13 August 2021</b>	TE Team presents to project management and the Commissioning Unit
3	<b>Draft Final Report</b>	Full report (using guidelines on content outlined in Annex B) with annexes	Within 3 weeks of the TE mission: <b>27 August 2021</b>	Sent to the Commissioning Unit, reviewed by RTA, Project Coordinating Unit, GEF OFP
4	<b>Final Report*</b>	Revised report with audit trail detailing how all received comments have (and have not) been addressed in the final TE report	Within 1 week of receiving UNDP comments on draft: <b>21 September 2021</b>	Sent to the Commissioning Unit

\*All final TE reports will be quality assessed by the UNDP Independent Evaluation Office (IEO). Details of the IEO's quality assessment of decentralized evaluations can be found in Section 6 of the UNDP Evaluation Guidelines.<sup>2</sup>

## 8. TE IMPLEMENTATION ARRANGEMENTS

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

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

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

The national evaluator is required to meet with all the key stakeholders within Islamabad. For any visits outside Islamabad, the UNDP CO will arrange travel and bear the cost as per UNDP rules and policies. If the travel to project sites is restricted, the logistic support in the implementation of remote/virtual meetings shall be carried out by the project team in coordination with the UNDP CO.

Following to be noted for travel:

- International travel may or may not be required to Pakistan during the TE mission in view of COVID-19 situation in the country
- The BSAFE course must be successfully completed prior to commencement of travel, if required;
- Individual Consultants are responsible for ensuring they have vaccinations/inoculations when travelling to certain countries, as designated by the UN Medical Director.
- Consultants are required to comply with the UN security directives set forth under: <https://dss.un.org/dssweb/>
- All related travel expenses will be covered and will be reimbursed as per UNDP rules and regulations upon submission of an F-10 claim form and supporting documents, as and if required.

## 9. TE TEAM COMPOSITION

A team of two independent evaluators will conduct the TE- One international team leader (with experience and exposure to projects and evaluations in other regions globally) and one National expert from the country of the project. The team leader will be responsible for the overall design and writing of the TE report. The team expert will assess emerging trends with respect to regulatory frameworks, budget allocations, capacity building, work with the Project Team in developing the TE itinerary, etc.)

The National Evaluator will work closely with the International Evaluator in supporting any work that needs to be undertaken as laid out in this ToR, and other tasks, as required. The National Evaluator will also act as a focal point for coordinating and working with relevant stakeholders in Pakistan. In the case of international travel restriction and the mission is not possible, the ME team will use alternative

means of interviewing stakeholders and data collection (i.e. Skype interview, mobile questionnaires, etc.) including the field visit by the National Evaluator under the International Evaluator's guidance.

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

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

#### Education

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

#### Experience

- Experience in relevant technical areas of (Sustainable Forest Management, BD/ Ecosystems; Conservation) for at least 10 years;
- Experience in evaluating GEF, UNDP or UN agencies funded projects;
- Relevant experience with results-based management evaluation methodologies;
- Experience applying SMART indicators and reconstructing or validating baseline scenarios;
- Experience working in Asia Pacific preferable in South Asia;
- Demonstrated understanding of issues related to gender and Sustainable Forest Management and Biodiversity and experience in gender responsive evaluation and analysis;
- Excellent communication skills;
- Demonstrable analytical skills;
- Project evaluation/review experience within United Nations (other than UNDP) system will be considered an asset.
- *Experience with implementing evaluations remotely will be considered an asset.*

#### Language

- Fluency in written and spoken English.
- Demonstrable analytical skills.

## **10. SELECTION CRITERIA FOR EVALUATION**

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

- i) Responsive/compliant/acceptable, and

ii) Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation.

a. Technical Criteria weight: 70%

b. Financial Criteria weight: 30%

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

Criteria	Weight	Max. Point
<b><u>Technical Competencies</u></b>	<b>70</b>	
<ul style="list-style-type: none"> <li>A Master's degree in Forestry, Natural Resources Management or other closely related field.</li> </ul>	10	
<ul style="list-style-type: none"> <li>Experience in relevant technical areas of (Sustainable Forest Management, BD/ Ecosystems; Conservation) for at least 10 years;</li> </ul>	10	
<ul style="list-style-type: none"> <li>Experience in evaluating GEF, UNDP or UN agencies funded projects;</li> </ul>	05	
<ul style="list-style-type: none"> <li>Relevant experience with results-based management evaluation methodologies;</li> </ul>	05	
<ul style="list-style-type: none"> <li>Experience applying SMART indicators and reconstructing or validating baseline scenarios;</li> </ul>	05	
<ul style="list-style-type: none"> <li>Experience working in Asia Pacific preferable in South Asia;</li> </ul>	05	
<ul style="list-style-type: none"> <li>Demonstrated understanding of issues related to gender and Sustainable Forest Management and Biodiversity and experience in gender responsive evaluation and analysis;</li> </ul>	05	
<ul style="list-style-type: none"> <li>Demonstrable analytical skills;</li> </ul>	05	
<ul style="list-style-type: none"> <li>Project evaluation/review experience within United Nations (other than UNDP) system will be considered an asset.</li> </ul>	05	
<ul style="list-style-type: none"> <li><i>Experience with implementing evaluations remotely will be considered an asset</i></li> </ul>	05	
<ul style="list-style-type: none"> <li>Excellent communication skills;</li> <li>Demonstrable analytical skills;</li> </ul>	10	
Financial proposal	<b>30</b>	
<b>Total Score</b>	<b>Technical score 70+30</b> <b>Financial</b>	

<b>Weight per Technical Competence</b>	
Weak: Below 70%	The individual consultant/contractor has demonstrated a <b>WEAK</b> capacity for the analyzed competence
Satisfactory : 70-75%	The individual consultant/contractor has demonstrated a <b>SATISFACTORY</b> capacity for the analyzed competence
Good: 76-85%	The individual consultant/contractor has demonstrated a <b>GOOD</b> capacity for the analyzed competence
Very Good: 86-95%	The individual consultant/contractor has demonstrated a <b>VERY GOOD</b> capacity for the analyzed competence
Outstanding: 96-100%	The individual consultant/contractor has demonstrated a <b>OUTSATNDING</b> capacity for the analyzed competence

## 11.EVALUATOR ETHICS

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

## 12.PAYMENT SCHEDULE

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

Criteria for issuing the final payment of 40%<sup>3</sup>:

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<sup>3</sup> The Commissioning Unit is obligated to issue payments to the TE team as soon as the terms under the ToR are fulfilled. If there is an ongoing discussion regarding the quality and completeness of the final deliverables that cannot be resolved between the Commissioning Unit and the TE team, the Regional M&E Advisor and Vertical Fund Directorate will be consulted. If needed, the TE ToR for GEF-Financed Projects – Standard Template – June 2020

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

## 13.APPLICATION PROCESS<sup>4</sup>

*(Adjust this section if a vetted roster will be used)*

Recommended Presentation of Proposal:

- a) **Letter of Confirmation of Interest and Availability** using the [template](#)<sup>5</sup> provided by UNDP;
- b) **CV** and a **Personal History Form** ([P11 form](#)<sup>6</sup>);
- c) Brief description **of approach to work/technical proposal** of why the individual considers him/herself as the most suitable for the assignment, and a proposed methodology on how they will approach and complete the assignment; (max 1 page)
- d) **Financial Proposal** that indicates the all-inclusive fixed total contract price and all other travel related costs (such as flight ticket, per diem, etc), supported by a breakdown of costs, as per template attached to the [Letter of Confirmation of Interest template](#). If an applicant is employed by an organization/company/institution, and he/she expects his/her employer to charge a management fee in the process of releasing him/her to UNDP under Reimbursable Loan Agreement (RLA), the applicant must indicate at this point, and ensure that all such costs are duly incorporated in the financial proposal submitted to UNDP.

All application materials should be submitted to the address (insert mailing address) in a sealed envelope indicating the following reference "Consultant for Terminal Evaluation of *(project title)*" or by

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Commissioning Unit's senior management, Procurement Services Unit and Legal Support Office will be notified as well so that a decision can be made about whether or not to withhold payment of any amounts that may be due to the evaluator(s), suspend or terminate the contract and/or remove the individual contractor from any applicable rosters. See the UNDP Individual Contract Policy for further details:

[https://popp.undp.org/\\_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP\\_POPP\\_DOCUMENT\\_LIBRARY/Public/PSU\\_Individual%20Contract\\_Individual%20Contract%20Policy.docx&action=default](https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Individual%20Contract_Individual%20Contract%20Policy.docx&action=default)

<sup>4</sup> Engagement of evaluators should be done in line with guidelines for hiring consultants in the POPP

<https://popp.undp.org/SitePages/POPPRoot.aspx>

<sup>5</sup><https://intranet.undp.org/unit/bom/psu/Support%20documents%20on%20IC%20Guidelines/Template%20for%20Confirmation%20of%20Interest%20and%20Submission%20of%20Financial%20Proposal.docx>

<sup>6</sup> [http://www.undp.org/content/dam/undp/library/corporate/Careers/P11\\_Personal\\_history\\_form.doc](http://www.undp.org/content/dam/undp/library/corporate/Careers/P11_Personal_history_form.doc)



email at the following address ONLY: *(insert email address)* by *(time and date)*. Incomplete applications will be excluded from further consideration.

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

## 14.TOR ANNEXES

*(Add the following annexes to the final ToR)*

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

## ToR Annex A: Project Logical/Results Framework

	Indicator	Baseline	Targets End of Project	Source of verification	Risks and Assumptions
<b>Project Objective<sup>7</sup></b>  Promotion of Sustainable Forest Management in Pakistan's Western Himalayan Coniferous, Sub-tropical broadleaved evergreen thorn and Riverine forest (scrub forests) for biodiversity conservation, mitigation of climate change and securing forest ecosystem services	Number of forest landscape management plans integrating considerations of biodiversity, ecosystem services, climate mitigation and community resource use (integrating sustainable forest management principles)	0	7	<ul style="list-style-type: none"> <li>- Landscape management plans</li> <li>- - Project work plan. Progress and monitoring reports</li> <li>-</li> </ul>	<ul style="list-style-type: none"> <li>- Assumptions:</li> <li>- -The GoP and Provincial Governments actively promoting and supporting sustainable forest management principles, planning and practices</li> <li>- The GoP and Provincial Governments maintains suitable policies and legal frameworks to ensure land use changes do not undermine forest conservation</li> </ul> <b>Risks:</b> <ul style="list-style-type: none"> <li>- Failure to generate adequate revenues from SFM might change government priorities</li> <li>- Failure to effectively engage local stakeholders (herders, land owners, forest dependents and other stakeholders leads to conflict</li> </ul>
	Total avoided and/or sequestered carbon benefits over thirty-year period due to improved sustainable management of forests.	N/A	9,908,090 tCO2.eq	Updates on forest cover, carbon monitoring reports	<b>Assumptions:</b> <ul style="list-style-type: none"> <li>- The GOP and Provincial Governments remain committed to sustainable management of forests and land, as well as set-aside of areas conservation.</li> <li>- Federal and Provincial institutions develop capacity and skills for monitoring and assessing C benefits</li> <li>- The affects of climate change on forests is unlikely to be significant to undermine forest rehabilitation</li> </ul>

<sup>7</sup> Objective (Atlas output) monitored quarterly ERBM and annually in APR/PIR

					<b>Risks:</b> -Reduced revenues from reduced timber exploitation and meeting demands of communities for timber and fuelwood might shift government priorities away from sustainable use and conservation.
	Extent in hectares of forest area managed for multiple sustainable forest management and ecosystem benefits	0	67,861 ha	Quarterly and Annual project progress reports, forest monitoring reports and independent evaluation reports	- Assumption: - The Federal and provincial Governments are committed to management of the forest for multiple benefits and not just timber production - - Risks: - Management of forests for multiple benefits might impinge on user rights and misunderstandings that needs to be managed
<b>Outcome 1<sup>8</sup></b>  Embedding SFM into landscape-scale spatial planning	Number of forest management plan protocols/guidelines for mainstreaming ecosystem, climate risk mitigation and biodiversity considerations into forest management in Pakistan	0	One set of SFM guidelines (for the three forest types included in the project) approved by Ministry of Climate Change and adopted by the provinces, by the fourth year of the project	- forest management guidelines/protocols -	<b>Assumptions:</b> -Federal and Provincial Governments commitment to sustainable forest management and shift from wood production to ecosystem benefits and biodiversity conservation  <b>Risks:</b> Inability to assess economic benefits of ecosystem services and derive direct measurable benefits to local economy may result in reluctance to move away from forestry related economic activities

<sup>8</sup>All outcomes monitored annually in the APR/PIR. It is highly recommended not to have more than 4 outcomes.

	Number of forest landscapes completed forest inventory and maps in support of sustainable forest management	0	7	- Forest inventory and GIS maps	<p><b>Assumptions:</b></p> <ul style="list-style-type: none"> <li>-Provincial governments and Forest communities and private forest owners remain committed to integrated forest planning and management</li> <li>-Provincial forest entities other implementing entities have adequate staffing, capacity and counterpart funding for forest inventory and mapping</li> </ul> <p><b>Risks:</b></p> <p>Rapid turnover of staff can undermine capacity improvements for inventory and mapping skills</p>
	Number of provincial/district level forest entities effectively applying consideration of the needs for biodiversity, climate mitigation, forest ecosystem services and community sustainable use	0	3	- Sustainable Forest management plans	<p><b>Assumptions:</b></p> <ul style="list-style-type: none"> <li>-Provincial and District governments and Private Forest Owners and forest communities remain committed to integrated forest planning and management</li> <li>-Provincial and district forest agencies and other implementing entities have adequate staffing, capacity and counterpart funding for forest management</li> <li>-Stakeholders are willing to participate in conservation and protection</li> </ul>

					<p>-Incentives are adequate and targeted to correct recipients, and benefits are equitable and fair</p> <p><b>Risks:</b></p> <p>Longer gestation period to see visible benefits may hamper efforts at selling SFM principles to policy makers</p>
	Number of forest monitoring protocols to assess effectiveness of adoption for SFM in forestlands	0 (Existing practice, monitoring protocols used for recording forest violations and fires, not for consideration of ecosystem values and functions)	3 sets of monitoring protocols, one for each of the 3 forest types of pilots, approved by the Ministry of climate change and adopted by the provincial respective Forest Departments	Forest management plan monitoring reports	<p><b>Assumptions:</b></p> <p>-Monitoring protocols would be easy to measure, be low cost and do not need highly developed skills.</p> <p>-Implementing entities have established monitoring system and capacity to monitor threats and impacts of conservation actions</p>
	Number of provincial and district staff trained in the use of ecosystem based planning tools	0	30	Training records and training evaluation reports	<p><b>Assumptions:</b></p> <p>-Staff are provided adequate incentives for training and capacity development for SFM</p> <p>-Training designed for practical and on-the-job application</p> <p><b>Risks:</b></p> <p>-staff turnover may constraint improvement in capacity development and retention</p>

	Number of forest community members and private forest owners undergone technical and skills training and development in sustainable forest management	0	At least 200 (of which at least 10% are women)	Training records and training evaluation reports	<b>Assumptions:</b> <ul style="list-style-type: none"> <li>-Forest dependent stakeholders willingness to engage in management of forest resources</li> <li>-Provincial and district forest staff committed to community forest management and resource use</li> <li>-Training design simple and easy to apply in the field</li> </ul> <b>Risks:</b> <ul style="list-style-type: none"> <li>- Failure of Provincial and district forest staff to effectively engage local stakeholders in forest management decision-making</li> </ul>
	Number of Baseline assessment report on current unsustainable and sustainable resource use practices, state and/or condition of resources and baseline of key indicator species	0	At least seven baseline assessment reports completed, one for each forest landscape	<ul style="list-style-type: none"> <li>- -Baseline assessment reports, progress reports and self monitoring report</li> <li>-</li> </ul>	<b>Assumption:</b> <ul style="list-style-type: none"> <li>Capacity and skills for development of such technical reports are available in the country</li> </ul>
	Number of forest resource use conflicts effectively resolved	0	At least 50% of identified and documented conflicts effectively resolved	<ul style="list-style-type: none"> <li>- -List of identified and documented conflicts with necessary details</li> <li>- - Case studies of resolved conflicts</li> </ul>	<ul style="list-style-type: none"> <li>- Assumption:</li> <li>- Political will, and negotiation and mediation skills as well as processes will be used to resolve the conflicts</li> <li>-</li> </ul>

				-Progress reports	<ul style="list-style-type: none"> <li>- Risk</li> <li>- Lack of political will, objectivity and weak governance may impede success in certain types of conflicts e.g retrieval of encroached forest lands and of non compliant agro-forestry leased lands</li> </ul>
	Number of comprehensive recommendations for scaling-up and replication of sustainable forest management approaches emanating from the project sites	0	One set each of best practices, successful models and composite recommendations developed by the project implementing provincial governments in consultation with the Ministry of Climate Change, adopted, publicized and supported in the country as part of future regular or development programs and shared widely through case studies etc.	Project progress reports, Mid Term Review report and end line evaluation report	<ul style="list-style-type: none"> <li>- Assumptions:</li> <li>- -Federal and provincial agencies willing and committed to sustainable forest management</li> <li>-</li> <li>- Risk:</li> <li>-GoP and provincial governments would be less conducive to make changes from existing narrowly focused forest production priorities</li> </ul>
<b>Outcome 2</b>  Biodiversity conservation strengthened in and around High Conservation Value Forests	Hectares of high biodiversity conservation value forests identified, designated and effectively managed for biodiversity and climate mitigation	0	At least 18,000 ha of Western Himalayan Conifer forests, 4,459 ha of sub-tropical evergreen thorny forests and 18,898 ha of riverine forests	<ul style="list-style-type: none"> <li>- Landscape management plans;</li> <li>- Forest working plans include SFM prescriptions</li> </ul>	<ul style="list-style-type: none"> <li>- Assumptions:</li> <li>- -Provincial governments willingness to provide staff and resource mobilization for meeting biodiversity conservation outcomes in areas already assigned for this purpose</li> <li>- - Additional areas set-aside for conservation are based on clearly defined criteria for biodiversity conservation</li> </ul> <p><b>Risk:</b></p>



					-Government priorities may change from forest protection to industrial use.
	-Population trends of key indicator species of <i>Ovis vignei punjabensis</i> , <i>Axis porcinus</i> , <i>Pucrasia macroloph</i> , <i>Platanista gangetica minor</i> stable or increasing	<p>Riverine forests<sup>9</sup>:</p> <p><i>Axis porcinus</i> 345</p> <p><i>Platanista gangetica minor</i> – 1,650</p> <p>Scrub forests:</p> <p><i>Ovis vignei punjabensis</i> – 200</p> <p><i>Gazella gazella</i> - 25</p> <p>Conifer forests<sup>10</sup>:</p> <p><i>Lophorus lophorus impeyanus</i> – 375</p> <p><i>Semnopithecus entellus</i> – 150</p>	- Population of indicator species stable or increase over baseline values <sup>11</sup>	Annual Forest surveys and inventory at defined number of sites in each forest landscapes	- Assumptions: -Adequate resources and training provided to staff and researchers to conduct inventory and monitoring
	Emissions of metric tCO2 avoided from conservation set-	0	4,759,145 tCO2 eq.	- Forest (biomass) carbon inventory/baseline (emission data) and	- Assumptions: - Provincial governments willingness to set-aside areas for

<sup>9</sup> Numbers are estimates for the four riverine landscapes as follows: *Platanista gangetica minor* (Sukkur-1,100, Southern Punjab and Taunsa-500, Dhingano Lakhat-50) and *Axis porcinus* ((Sukkur-150, Southern Punjab-100, Taunsa-70 and Dhingano Lakhat-25)

<sup>10</sup> Numbers are estimates for the two temperate conifer sites as follows: *Lophophorus impeyanus* (Kaghan-250, Siran-125); *Semnopithecus entellus* (Kaghan-150)

<sup>11</sup> Pre-project baseline numbers will be validated and adjusted during Year 1 of the project

	asides over a 30-year period			deforestation rate (activity data)	<p>conservation from current production</p> <ul style="list-style-type: none"> <li>- Provincial government commitment and resources available for carbon monitoring</li> <li>- Risks:</li> </ul> <p>-Lack of capacity and skills for C assessments</p>
	Extent of forest ecosystem covered under a model for Community Managed Conservation in High Value Coniferous Forests with high potential for replication established in	0	At least 8,000 ha	<ul style="list-style-type: none"> <li>-Community surveys and records of forest improvement and increased incomes and production of NTFP</li> <li>-Self monitoring and independent evaluations</li> <li>- Independent evaluations</li> </ul>	<p><b>Assumption:</b></p> <ul style="list-style-type: none"> <li>- Local community members and private forest owners are willing and cooperate in implementation of SFM practices</li> </ul> <p><b>Risks:</b></p> <ul style="list-style-type: none"> <li>-Level on incentives generated through SFM practice might be insufficient to ensure adequate commitment to SFM</li> <li>-Climate change impacts may increase to the extent that even if the project implements activities to improve pasture lands may not be enough to make a difference</li> </ul>
	Percentage of households reporting increased incomes in Community managed conservation areas from forest and non-forest resources	Baseline incomes would be assessed once forest inventory and mapping completed and locations for community forest use identified	20%, of which at least 30% of beneficiaries are women	Social surveys and reports at village level	<p><b>Risks:</b></p> <ul style="list-style-type: none"> <li>-Engaging local stakeholders more robustly contains some risk in Pakistan, where centralized approaches are still the norm.</li> <li>-Elite capture at local level would prevent marginalized groups and forest dependents from generating benefits of project</li> </ul>
	Number of forest dependent community members	0	At Least 100, of which at least 10% would be women	<ul style="list-style-type: none"> <li>-Training modules</li> <li>-Socio-economic and social</li> </ul>	<p><b>Assumption:</b></p> <ul style="list-style-type: none"> <li>- All stakeholders will participate in the trainings which will not only enhance their capacities but would</li> </ul>

	and private forest owners trained in technical and community organizational skills for conservation-based sustainable resource use.			organizational activities' reports -Progress reports -Monitoring reports	also positively change their mindset  <b>Risk:</b> Owners and big right holders may not agree to joint trainings with the members of the community organizations for maintaining the status quo
	Number of provincial forest staff trained in use of tools and techniques for improved protected area management and species conservation	0	60 forest and 30 wildlife staff of different levels trained in forest biodiversity conservation in two weeks to three months training courses	- Training modules - Training activities reports -Progress reports -Monitoring reports	<b>Assumption:</b> - The staff at different levels and the provincial government including forest departments and wildlife departments will be interested in such training courses and allow the trainee staff to attend these. - There is capacity in the country to conduct such courses effectively  <b>Risks</b> - Middle level and senior staff may shy to attend the formal training courses - The trainee staff may not be released for attending the courses for attending to short term priorities The risks (if any) would be avoided by motivating and providing incentives to the trainees and joint planning of these courses with the senior government staff
<b>Outcome 3</b>  Enhanced carbon sequestration in and	Number of hectares of Sub-tropical broadleaved evergreen thorny forests and Western Himalayan	0	3,400 ha of Sub-tropical broadleaved evergreen thorny forests and 10,005 ha of Western Himalayan Temperate Coniferous forests	Provincial forest department and community records of forest activities	<b>Assumptions:</b> - Areas selected for natural regeneration are based on potential for assisted natural regeneration, reforestation, rehabilitation, conservation including availability of seeding stocks, land suitability

around HCVF in target forested landscapes	Temperate Coniferous forests rehabilitated				<p>water availability and other biotic, edaphic and socio-economic factors</p> <p><b>Risks:</b> -Climate change impacts may increase to the extent that even if the project implements activities to improve condition in forest lands it may not be enough to make a difference</p>
	Number of hectares of riverine forest reforested with native species	0	13,099 ha	Provincial forest department records of reforestation activities; department and community records of forest activities and project self-monitoring reports	<p><b>Assumptions:</b> Areas selected have potential for assisted natural regeneration, are regularly flooded by the mighty River Indus, and fulfil other conditions including availability of seed stocks, receptive land and other biotic and edaphic factors are conducive</p>
	Metric tons of CO2 eq sequestered through regeneration and reforestation over 30-year period	0	5,148,943 metric tons CO2 eq	<ul style="list-style-type: none"> <li>- Forest (biomass) carbon inventory/baseline (emission data) and deforestation rate (activity data)</li> </ul>	<ul style="list-style-type: none"> <li>- Assumption:</li> <li>- -Criteria for selection of degraded lands assisted natural regeneration has adequate soil and biological conditions conducive for forest regeneration and reforestation</li> <li>-</li> </ul> <p><b>Risks:</b> -Lack of capacity and skills for assessments of carbon</p>
	Number of best practice notes documenting forest restoration and reforestation and SFM	0	At least 5 best practice notes document and disseminated	<ul style="list-style-type: none"> <li>- Best practice notes, Number of dissemination events undertaken</li> </ul>	<p><b>Assumption:</b></p> <ul style="list-style-type: none"> <li>- -The Project management, in particular its self monitoring system will be able to identify, document and disseminate the best practices</li> </ul>

					-Mid Term Review and Terminal Evaluation of the project will also contribute to identifying the best practices
	Number of Carbon stock assessments and coefficients for key forest types in Pakistan developed and monitored	0	One set of baseline assessment completed and monitoring	<ul style="list-style-type: none"> <li>- Forest (biomass) carbon inventory/baseline (emission data) and deforestation rate (activity data)</li> </ul>	<p><b>Assumptions:</b></p> <ul style="list-style-type: none"> <li>- -Federal and provincial government commitment to carbon inventory and monitoring and available financing and staffing</li> <li>- -national methodology for measuring carbon stocks and fluxes developed under UN-REDD+ readiness program</li> </ul> <p><b>Risks:</b></p> <ul style="list-style-type: none"> <li>- Lack of capacity and skills for assessments</li> <li>- Delay in developing national methodological framework for carbon stock monitoring</li> </ul>

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

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

23	Data on relevant project website activity – e.g. number of unique visitors per month, number of page views, etc. over relevant time period, if available
24	UNDP Country Programme Document (CPD)
25	List/map of project sites, highlighting suggested visits
26	List and contact details for project staff, key project stakeholders, including Project Board members, RTA, Project Team members, and other partners to be consulted
27	Project deliverables that provide documentary evidence of achievement towards project outcomes
<i>Additional documents, as required</i>	

## ToR Annex C: Content of the TE report

- i. Title page
  - Title of UNDP-supported GEF-financed project
  - UNDP PIMS ID and GEF ID
  - TE timeframe and date of final TE report
  - Region and countries included in the project
  - GEF Focal Area/Strategic Program
  - Executing Agency, Implementing partner and other project partners
  - TE Team members
- ii. Acknowledgements
- iii. Table of Contents
- iv. Acronyms and Abbreviations
1. Executive Summary (3-4 pages)
  - Project Information Table
  - Project Description (brief)
  - Evaluation Ratings Table
  - Concise summary of findings, conclusions and lessons learned
  - Recommendations summary table
2. Introduction (2-3 pages)
  - Purpose and objective of the TE
  - Scope
  - Methodology
  - Data Collection & Analysis
  - Ethics
  - Limitations to the evaluation

- Structure of the TE report
3. Project Description (3-5 pages)
- Project start and duration, including milestones
  - Development context: environmental, socio-economic, institutional, and policy factors relevant to the project objective and scope
  - Problems that the project sought to address, threats and barriers targeted
  - Immediate and development objectives of the project
  - Expected results
  - Main stakeholders: summary list
  - Theory of Change
4. Findings
- (in addition to a descriptive assessment, all criteria marked with (\*) must be given a rating<sup>12</sup>)
- 4.1 Project Design/Formulation
- Analysis of Results Framework: project logic and strategy, indicators
  - Assumptions and Risks
  - Lessons from other relevant projects (e.g. same focal area) incorporated into project design
  - Planned stakeholder participation
  - Linkages between project and other interventions within the sector
- 4.1 Project Implementation
- Adaptive management (changes to the project design and project outputs during implementation)
  - Actual stakeholder participation and partnership arrangements
  - Project Finance and Co-finance
  - Monitoring & Evaluation: design at entry (\*), implementation (\*), and overall assessment of M&E (\*)
  - UNDP implementation/oversight (\*) and Implementing Partner execution (\*), overall project implementation/execution (\*), coordination, and operational issues
- 4.2 Project Results
- Progress towards objective and expected outcomes (\*)
  - Relevance (\*)
  - Effectiveness (\*)
  - Efficiency (\*)
  - Overall Outcome (\*)
  - Country ownership

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<sup>12</sup> See ToR Annex F for rating scales.



- Gender
  - Other Cross-cutting Issues
  - Social and Environmental Standards
  - Sustainability: financial (\*), socio-economic (\*), institutional framework and governance (\*), environmental (\*), and overall likelihood (\*)
  - Country Ownership
  - Gender equality and women's empowerment
  - Cross-cutting Issues
  - GEF Additionality
  - Catalytic Role / Replication Effect
  - Progress to Impact
5. Main Findings, Conclusions, Recommendations & Lessons
- Main Findings
  - Conclusions
  - Recommendations
  - Lessons Learned
6. Annexes
- TE ToR (excluding ToR annexes)
  - TE Mission itinerary, including summary of field visits
  - List of persons interviewed
  - List of documents reviewed
  - Evaluation Question Matrix (evaluation criteria with key questions, indicators, sources of data, and methodology)
  - Questionnaire used and summary of results
  - Co-financing tables (if not include in body of report)
  - TE Rating scales
  - Signed Evaluation Consultant Agreement form
  - Signed UNEG Code of Conduct form
  - Signed TE Report Clearance form
  - *Annexed in a separate file:* TE Audit Trail
  - *Annexed in a separate file:* relevant terminal GEF/LDCF/SCCF Core Indicators or Tracking Tools (METT, FSC, Capacity scorecard, etc), as applicable
  - *Annexed in a separate file:* GEF Co-financing template (categorizing co-financing amounts by source as 'investment mobilized' or 'recurrent expenditure')

## ToR Annex D: Evaluation Criteria Matrix template

Evaluative Criteria Questions	Indicators	Sources	Methodology
Relevance: How does the project relate to the main objectives of the GEF Focal area, and to the environment and development priorities at the local, regional and national level?			
<i>(include evaluative questions)</i>	<i>(i.e. relationships established, level of coherence between project design and implementation approach, specific activities conducted, quality of risk mitigation strategies, etc.)</i>	<i>(i.e. project documentation, national policies or strategies, websites, project staff, project partners, data collected throughout the TE mission, etc.)</i>	<i>(i.e. document analysis, data analysis, interviews with project staff, interviews with stakeholders, etc.)</i>
Effectiveness: To what extent have the expected outcomes and objectives of the project been achieved?			
Efficiency: Was the project implemented efficiently, in line with international and national norms and standards?			
Sustainability: To what extent are there financial, institutional, socio-political, and/or environmental risks to sustaining long-term project results?			
Gender equality and women's empowerment: How did the project contribute to gender equality and women's empowerment?			
Impact: Are there indications that the project has contributed to, or enabled progress toward reduced environmental stress and/or improved ecological status?			
<i>(Expand the table to include questions for all criteria being assessed: Monitoring &amp; Evaluation, UNDP oversight/implementation, Implementing Partner Execution, cross-cutting issues, etc.)</i>			

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

Independence entails the ability to evaluate without undue influence or pressure by any party (including the hiring unit) and providing evaluators with free access to information on the evaluation subject. Independence provides legitimacy to and ensures an objective perspective on evaluations. An independent evaluation reduces the potential for conflicts of interest which might arise with self-reported ratings by those involved in the management of the project being evaluated. Independence is one of ten general principles for evaluations (together with

### **Evaluators/Consultants:**

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

### **Evaluation Consultant Agreement Form**

Agreement to abide by the Code of Conduct for Evaluation in the UN System:

Name of Evaluator: \_\_\_\_\_

internationally agreed principles, goals and targets: utility, credibility, impartiality, ethics, transparency, human rights and gender equality, national evaluation capacities, and professionalism).

## ToR Annex F: TE Rating Scales

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

Evaluation Ratings Table	
Monitoring & Evaluation (M&E)	Rating <sup>13</sup>
M&E design at entry	
M&E Plan Implementation	
Overall Quality of M&E	
Implementation & Execution	Rating
Quality of UNDP Implementation/Oversight	
Quality of Implementing Partner Execution	
Overall quality of Implementation/Execution	
Assessment of Outcomes	Rating
Relevance	

<sup>13</sup> Outcomes, Effectiveness, Efficiency, M&E, I&E Execution, Relevance are rated on a 6-point rating scale: 6 = Highly Satisfactory (HS), 5 = Satisfactory (S), 4 = Moderately Satisfactory (MS), 3 = Moderately Unsatisfactory (MU), 2 = Unsatisfactory (U), 1 = Highly Unsatisfactory (HU). Sustainability is rated on a 4-point scale: 4 = Likely (L), 3 = Moderately Likely (ML), 2 = Moderately Unlikely (MU), 1 = Unlikely (U)

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

## ToR Annex G: TE Report Clearance Form

**Terminal Evaluation Report for *(Project Title & UNDP PIMS ID)* Reviewed and Cleared By:**

**Commissioning Unit (M&E Focal Point)**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Regional Technical Advisor (Nature, Climate and Energy)**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## ToR Annex H: TE Audit Trail

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

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

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

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

## **ANNEX**

<b>ANNEX</b>	<b>1- TERMS OF REFERENCES (TOR)</b>
<b>ANNEX</b>	<b>2- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS</b>
<b>ANNEX</b>	<b>3- PROPOSAL SUBMISSION FORM</b>
<b>ANNEX</b>	<b>4- OFFEROR'S LETTER TO UNDP</b>
<b>ANNEX</b>	<b>5- FINANCIAL PROPOSAL</b>
<b>ANNEX</b>	<b>6-P11 Form</b>
<b>ANNEX</b>	<b>7- Statement of Good Health</b>



## 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 done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Individual contractor.

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

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

such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract.

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

**13. TERMINATION:** Either party may terminate the Contract, in whole or in part, upon giving written notice to the other party. The period of notice shall be five (5) days in the case of Contracts for a total period of less than two (2) months and fourteen (14) days in the case of contracts for a longer period. The initiation of conciliation or arbitral proceedings, as provided below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract. UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that: (a) the Individual contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the Individual contractor is granted a moratorium or a stay or is declared insolvent; the Individual contractor makes an assignment for the benefit of one or more of its creditors; (c) a Receiver is appointed on account of the insolvency of the Individual contractor ; (d) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (e) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of its obligations under the Contract.



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

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

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

**15. TAXATION:** Article II, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual

contractor in respect of any amounts paid to the Individual contractor under this Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.

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

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

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

**AMICABLE SETTLEMENT:** UNDP and the Individual contractor shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such

an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the parties in writing.

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

**18. LIMITATION ON ACTIONS:** Except with respect to any indemnification obligations in Article 9, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 17, above, arising out of the Contract must be commenced within three (3) years after the cause of action has accrued. The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects,

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

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

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