

INDIVIDUAL CONSULTANT PROCUREMENT NOTICE



Date: 23rd July 2021
Ref #: UNDP-IC-2021-223

Country: Pakistan

Description of the assignment: Individual Contract: *National Consultant for “Mid Term Evaluator”*

PROJECT NAME: CLIMATE CHANGE ADAPTATION AND MITIGATION-II

Period of assignment/services (if applicable): The duration of the assignment will be **30 working days** spread over **2 months** with effect from the date of signing of the contract.

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

Duty Station: Islamabad and Home based

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

bids.pk@undp.org no later than **9th August 2021 at 12:30 PM (Pakistan Standard Time)**. Hand Delivery is not acceptable.

Important note for email submissions: Please put **“UNDP-IC-2021-223 National Consultant Mid Term Lead Evaluator”** in the subject line. Further, our system will not accept emails those are more than 30 MB size. If required, segregate your emails to accommodate email data restrictions. For segregated emails please use sequence of emails like Email 1, Email 2 in the subject line. For attachment purposes please only use MS Word, Excel, Power Point or PDF formats.

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

1. Background and context

This is the Terms of Reference (ToR) for a National Consultant for the UNDP Midterm Evaluation (MTE) of the project titled *"Institutional Support to Climate Change Adaptation and Mitigation-II"* which is to be undertaken in 2021. The first phase of the project was from 2013-2018 and the second phase was aligned with the next CPD cycle i.e. from 2019-2022. Under the second phase, the project is now in its third year of implementation. This ToR sets out the expectations for this MTE.

Pakistan presently faces serious development challenges due to deteriorating state of environment, increasing pressure on natural resources and climate change. As per the global climate index, Pakistan ranks 7th most vulnerable country to the impacts of climate change. The annual mean temperature has increased by 0.5°C, over last 5 decades, with changes in the pattern of precipitation. The variability in climate and weather pattern has resulted in an increase in the intensity and frequency of disasters which is drastically undermining development in the country. Moreover, Pakistan's economy remains highly vulnerable to likely future threats posed by climate change and multi-sectoral and holistic mitigation measures are required to be accorded high priority to mitigate these threats. The proposed project is aligned to the priorities outlined in the national climate change policy, national DRR policy, and sustainable development agenda, the Sendai Framework for DRR and most importantly UNSDF for Pakistan 2018-2022. The proposed project aims to provide assistance and support to the GoP and its partners in the field of environmental sustainability and increased resilience to climate change and natural disasters at national, provincial and local level through:

- Supporting the government in strengthening policy areas, advocacy and awareness on environmentally sustainable adaptive practices, disaster risk reduction and sustainable energy
- Strengthening national and provincial capacities to adapt to climate change by mainstreaming climate resilience in all key sectors and securing investment
- Building capacities of the key stakeholders especially the communities and partners in sustainable management of resources, i.e. energy, water, forestry, biodiversity etc.

The Climate Change Adaptation and Mitigation (CCAM) is an umbrella project which includes several initiatives that enable and promote policy implementation and institutional strengthening at the national and provincial levels. The CCAM project provides strategic support to ECCU's portfolio through multiple initiatives. These initiatives are planned on yearly basis and reflect ECCU's strategy to ensure UNDP's visibility and contribution in taking forward the national climate agenda as well as in support of global objectives under climate change.

Under this project, various important initiatives have taken place in 2020 such as Climate Change Policy update, NDC support programme through Climate Promise and Climate Action Enhancement Package initiatives, Water access projects with Coca Cola created new partnerships with Unilever besides pipeline initiatives under GCF and the Adaptation Fund.

In 2021, besides the continuation of ongoing activities and implementation of the NDC work in Pakistan, the project will be moving towards waste management initiatives in Islamabad, piloting plastic waste management in Rahimyarkhan, exploration of opportunities in Blue Economy, collaboration with USAID-RTI in energy sector, collaboration with CORE (private sector consortium) and development of Climate Change Action Plans in the provinces. These initiatives give an added advantage to UNDP among other development partners, demonstrate effective

strategic planning and provide necessary advancement in leading the work related to Climate Change Adaptation and Mitigation in Pakistan.

The CCAM-II project has been instrumental in tackling water scarcity issue through pilot projects like 'innovative approaches to Integrate Water Resources management in Balochistan' shall be replicated in other parts of the province. The project has also explored innovative solutions to manage climate-related data and risk information on the country level, whilst leveraging technology to achieve national climate resilience objectives. The project has also worked closely with national, provincial and district governments for promoting policy and legal instruments and instilling tsunami risk preparedness. Prioritized building partnerships with grass-root organizations, academia, and research institutions, civil society as well as the private sector.

- The project has been concentrated in Islamabad Capital Territory, Karachi, South Punjab, Gwadar, Baltistan region in GB and various soft interventions are spread across Pakistan.
- The CCAM-II project has been pursuing various cross-cutting programmatic areas such as innovation, gender mainstreaming, building resilience of Persons with Disabilities, engagement of youth in climate change projects implementation, data collection under various important initiatives such as water, energy, electric vehicle etc.
- The MTE of the first phase of the project was conducted in 2016 therefore it is proposed that the project should be evaluated after the previous MTE was carried out i.e. from Jan 2017 till May 2021.
- It is expected that the MTE shall provide future direction to the project in terms of ECCU's strategic and programmatic approach, planned and ongoing interventions, thematic opportunities and overall assessment of resources.

Contributing Outcome (UNSDF/CPD, RPD or GPD):

- **UNSDF/CPD Outcome 6 (2018-2022):** By 2022, the resilience of the people in Pakistan, especially key populations, is increased by addressing natural and other disasters, including climate change adaptation measures and the sustainable management of cultural and natural resources
- **CPD Output(s): Output 6.3 (2018-2022):** Legal and regulatory frameworks and policies are in place, and institutions capacitated for the conservation, sustainable use, inclusive access and benefit-sharing of natural resources, biodiversity, chemicals, waste management and ecosystems.
- **6.4:** In line with international conventions and national policy frameworks, implementation mechanisms are effectively introduced that promote sustainable use of natural resources, protect ecosystem and biodiversity and effectively manage and mitigate the threats to this process (chemicals, waste, CO2 emissions, etc.)
- **CPD Outcome (2013-2017):** Vulnerable populations benefit from improved sustainable environmental management practices, including climate change mitigation and adaptation
- **CPD Output (2013-2017):** Climate change adaptation and mitigation strategies and action plans developed and piloted at local level by federal and provincial governments, private sector, academia, and civil society including women groups.

Project Budget:

PROJECT/OUTCOME INFORMATION		
Project/outcome title	Institutional Support to Climate Change Adaptation and Mitigation	
Atlas ID	00116110	
Corporate outcome and output	<p>2018-2022</p> <ul style="list-style-type: none"> • UNSD/CPD Outcome 6: By 2022, the resilience of the people in Pakistan, especially key populations, is increased by addressing natural and other disasters, including climate change adaptation measures and the sustainable management of cultural and natural resources • CPD Output(s): Output 6.3: Legal and regulatory frameworks and policies are in place, and institutions capacitated for conservation, sustainable use, inclusive access and benefit sharing of natural resources, biodiversity, chemicals, waste management and ecosystems. • 6.4: In line with international conventions and national policy frameworks, implementation mechanisms are effectively introduced that promote sustainable use of natural resources, protect ecosystem and biodiversity and effectively manage and mitigate the threats to this process (chemicals, waste, emissions, etc.) <p>2013-2017</p> <ul style="list-style-type: none"> • CPD Outcome (2013-2017): Vulnerable populations benefit from improved sustainable environmental management practices, including climate change mitigation and adaptation • CPD Output (2013-2017): Climate change adaptation and mitigation strategies and action plans developed and pilot tested at local level by federal and provincial governments, private sector, academia, and civil society including women groups 	
Country	Pakistan	
Region	Asia Pacific Region	
Date project document signed	May 13, 2019	
Project dates	Start	Planned end
	May 13, 2016	December 31, 2022
Project budget	Total Budget: USD 8,385,796 Available budget: USD 4,749,444	

Project expenditure at the time of evaluation	USD 1,563,721
Funding source	UNDP TRAC: USD 551,100 GoJ: USD 3,709,386 GWC: USD 445,000 PIDSA: USD 36,843 Serena/ Pvt Sector: USD 7,115
Implementing party¹	UNDP

2. Evaluation purpose, scope and objectives

SCOPE AND OBJECTIVES OF THE MTE

The MTE will assess progress towards the achievement of the project outputs and contribution towards the United Nations Sustainable Development Framework (UNDAF III)/Country Programme Documents (2013-2017 & 2018-2022) outcomes as specified in the Project Document and assess early signs of project success or failure and factors contributing to that with the goal of identifying the necessary changes to be made in order to set the project on-track to achieve its intended results. The MTE will also review the project's strategy. The evaluation will also review the project's strategy with regards to its relevance, effectiveness, efficiency, impact, and sustainability of major interventions. Overall, the evaluation should specify what the project has achieved so far, along with the value addition; assess the progress made against planned results, as well as assess challenges, opportunities, risks, and lessons learnt. It should recommend ways in which UNDP may increase its effectiveness, relevance, and coherence of project with emerging national government priorities. The major audience of this evaluation will be UN in general and UNDP Pakistan, along with relevant Government Departments, including MOCC and provincial Planning and Development departments of KP, Punjab, Balochistan, GB and Sindh. The project has been concentrated in Islamabad Capital Territory, Karachi, South Punjab, Gwadar, Baltistan region in GB and various soft interventions are spread across Pakistan.

The evaluation recommendations will help UNDP in making timely course correction for supporting the national/sub-national governments related interventions.

3. Evaluation criteria and key guiding questions

The MTE consultant will assess the following aspects of the project like Project strategy, relevance, efficiency, effectiveness, sustainability, gender equality, progress towards project results, Project implementation and adaptive management through the criteria as given below.

More specifically, the MTE will address the following questions (the questions do not present an exhaustive list and more may be added while finalizing the Inception Report).

Relevance

Relevance:

- To what extent was the project in line with the national development priorities, the country program's outputs and outcomes, the UNDP Strategic Plan and the SDGs?
- To what extent does the project contribute to the theory of change for the relevant country programme outcome?
- To what extent were lessons learned from other relevant projects considered in the project's design?
- To what extent were perspectives of those who could affect the outcomes, and those who could contribute information or other resources to the attainment of stated results, taken into account during the project design processes?
- To what extent does the project contribute to gender equality, the empowerment of women and the human rights-based approach?
- To what extent has the project been appropriately responsive to political, legal, economic, institutional, etc., changes in the country?

Effectiveness

- To what extent did the project contribute to the country programme outcomes and outputs, the SDGs, the UNDP Strategic Plan and national development priorities?
- To what extent were the project outputs achieved?
- What factors have contributed to achieving or not achieving intended country programme outputs and outcomes?
- To what extent has the UNDP partnership strategy been appropriate and effective?
- What factors contributed to effectiveness or ineffectiveness?
- In which areas does the project have the greatest achievements? Why and what have been the supporting factors? How can the project build on or expand these achievements?
- In which areas does the project have the fewest achievements? What have been the constraining factors and why? How can or could they be overcome?
- What, if any, alternative strategies would have been more effective in achieving the project's objectives?
- Are the projects objectives and outputs clear, practical and feasible within its frame?
- To what extent have stakeholders been involved in project implementation?
- To what extent are project management and implementation participatory and is this participation contributing towards achievement of the project objectives?
- To what extent has the project been appropriately responsive to the needs of the national constituents and changing partner priorities?
- To what extent has the project contributed to gender equality, the empowerment of women and the realization of human rights?

Efficiency

- To what extent was the project management structure as outlined in the project document efficient in generating the expected results?
- To what extent have the UNDP project implementation strategy and execution been efficient and cost-effective?
- To what extent has there been an economical use of financial and human resources? Have resources (funds, human resources, time, expertise, etc.) been allocated strategically to achieve outcomes?
- To what extent have resources been used efficiently? Have activities supporting the strategy been cost-effective?
- To what extent have project funds and activities been delivered in a timely manner?
- To what extent do the M&E systems utilized by UNDP ensure effective and efficient project management?

Sustainability

- Are there any financial risks that may jeopardize the sustainability of project outputs?
- To what extent will financial and economic resources be available to sustain the benefits achieved by the project?
- Are there any social or political risks that may jeopardize sustainability of project outputs and the project's contributions to country programme outputs and outcomes?
- Do the legal frameworks, policies and governance structures and processes within which the project operates pose risks that may jeopardize sustainability of project benefits?
- To what extent did UNDP actions pose an environmental threat to the sustainability of project outputs?
- What is the risk that the level of stakeholders' ownership will be sufficient to allow for the project benefits to be sustained?
- To what extent do mechanisms, procedures and policies exist to allow primary stakeholders to carry forward the results attained on gender equality, empowerment of women, human rights and human development?
- To what extent do stakeholders support the project's long-term objectives?
- To what extent are lessons learned being documented by the project team on a continual basis and shared with appropriate parties who could learn from the project?
- To what extent do UNDP project has well-designed and well-planned exit strategies?
- What could be done to strengthen exit strategies and sustainability?

Human rights

- To what extent have poor, indigenous and physically challenged, women and other disadvantaged and marginalized groups benefited from the work of CCAM-II project at UNDP?

Gender equality

- To what extent have gender equality and the empowerment of women been addressed in the design and implementation of the project?
- Is the gender marker data assigned to this project representative of reality?
- To what extent has the project promoted positive changes in gender equality and the empowerment of women? Were there any unintended effects?

4. Methodology

The MTE must provide evidence-based information that is credible, reliable, and useful. The MTE consultant will review all relevant sources of information including documents prepared during the preparation and implementation phase (i.e. the Project Document, project reports including Annual Progress Reports, UNDP Environmental & Social Safeguard Policy, project budget revisions, PQAs, ROAR, Annual Work Plans, and any other materials that the team considers useful for this evidence-based review).

The MTE consultant is expected to follow a collaborative and participatory and gender sensitive approach ensuring close engagement with the Project Team, Implementing Partner, government counterparts, the UNDP Country Office and other key stakeholders.

Engagement of stakeholders is vital to a successful MTE. Stakeholder involvement should include interviews with stakeholders who have project responsibilities, including but not limited to executing agency senior officials and task team/component leaders, key experts and consultants in the subject area, Project Board, project stakeholders, local government, CSOs, project beneficiaries, etc. The final list of interviews will be agreed upon with the evaluator at the inception phase of the evaluation.

Additionally, the MTE consultant may conduct field missions to project sites, to be decided in consultation with the UNDP evaluation manager/MSU at the inception phase.

The final MTE report should describe the full MTE 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 following approach may be used by the evaluator:

- Evaluation should employ a combination of both qualitative and quantitative evaluation methods and instruments.
- **Document review of all relevant documentation.** This would include a review of inter alia
 - Project document (contribution agreement).
 - Theory of change and results framework.
 - Annual workplans.
 - Consolidated quarterly and annual reports.
 - Highlights of project board meetings.
 - Technical/financial monitoring reports.
 - ROAR, PQAs, SESP checklist
- **Semi-structured interviews** with key stakeholders including key government counterparts, donor community members, representatives of key civil society organizations, UNCT members and implementing partners:
 - **Development of evaluation questions** around relevance, effectiveness, efficiency and sustainability and designed for different stakeholders to be interviewed.
 - Key informant and focus group discussions with men and women, beneficiaries and stakeholders.
 - All interviews should be undertaken in full confidence and anonymity. The final evaluation report should not assign specific comments to individuals.
- **Field visits** and on-site validation of key tangible outputs and interventions.

- The evaluator is expected to follow a participatory and consultative approach that ensures close engagement with the evaluation managers, implementing partners and direct beneficiaries.

5. **Evaluation products (deliverables)**

The following products are requested from the evaluator.

- **Evaluation inception report (10-15 pages).** The inception report should be carried out following and based on preliminary discussions with UNDP after the desk review, and should be produced before the evaluation starts (before any formal evaluation interviews, survey distribution or field visits) and prior to the country visit in the case of international evaluators.
- **Evaluation debriefings.** Immediately following an evaluation, UNDP may ask for a preliminary debriefing and findings.
- **Draft evaluation report (within an agreed length).** The programme unit and key stakeholders in the evaluation should review the draft evaluation report and provide an amalgamated set of comments to the evaluator within an agreed period of time, addressing the content required (as agreed in the TOR and inception report) and quality criteria as outlined in these guidelines.
- **Evaluation report audit trail.** Comments and changes by the evaluator in response to the draft report should be retained by the evaluator to show how they have addressed comments.
- **Final evaluation report.**
- **Presentations to stakeholders and/or the evaluation reference group**

#	Deliverable	Description	Timing	Responsibilities
1	MTE Inception Report	MTE Consultant clarifies objectives and methods of Midterm Evaluation	1 week after on boarding	MTE Consultant submits to the Commissioning Unit and project management
2	Presentation	Initial Findings	2 weeks after conclusion of findings	MTE consultant presents to project management and the Commissioning Unit
3	Draft Final Report	Full report (using guidelines on content outlined in Annex B) with annexes	Within 10 days after presenting the findings	Sent to the Commissioning Unit and reviewed by MSU
4	Final Report*	Revised report with audit trail detailing how all received comments have (and have not) been addressed in the final MTE report	Within 1 week of receiving UNDP comments on draft	Sent to the Commissioning Unit

6. Evaluation team composition and required competencies

One independent consultant will conduct the MTE with experience and exposure to projects and evaluations in other national or regional projects. The consultant must not 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 project's related activities.

A. Scope of Price Proposal and Schedule of Payments

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

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

Deliverable	Description of Deliverables	Payment Percentage
1.	20% of payment upon approval of the final MTE Inception Report	20% of total amount
2.	40% upon finalization of the MTE report	40% of total amount
3	40% upon finalization of the MTE report	40% of total amount

4. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

Institutional Arrangement:

The principal responsibility for managing this MTE resides with the Management Support Unit (MSU). Though the commissioning unit is the Environment and Climate Change Unit but the evaluation process will be guided by the Management Support Unit (MSU), UNDP to ensure all corporate evaluation guidelines are followed. The Project team will facilitate information sharing, identifying stakeholders for meetings and overall coordination of the assignment.

Minimum Required Qualifications

- A Master's degree in environmental sciences, development studies, international development, or other closely related field
- Work experience in the development of a project document or development of a national or provincial development strategy for at least 05 years (03 marks for each years)

5. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

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

1. Technical Proposal:

- (i) Explaining why they are the most suitable for the work.
- (ii) Updated CV- Brief background including past experience of doing similar work
 - i. Implementation methodology
 - ii. Activity plan (Timeline)
 - iii. Budget and work plan
- (iii) Provide a brief methodology on how they will approach and conduct the work (if applicable)

2. Financial proposal

3. Personal CV including past experience in similar projects and at least 3 references

6. EXPECTED PERIOD OF CONSULTANCY

Duration of the Work:

- a) Duration of work is 30 days over a period of 2 months.
- b) Target date for the start of Contract is 25th August, 2021 and expected completion date is Oct 24th, 2021.

Duty Station

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

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

7. FINANCIAL PROPOSAL

Lump sum contracts

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

8. EVALUATION

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

- a) Responsive/compliant/ acceptable, and

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

- Technical Criteria weight; [70%]
- Financial Criteria weight; [30%]

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

Criteria	YES/NO	Remarks
Qualification Criteria		
A Master's degree in environmental sciences, development studies, international development, or other closely related field	YES/NO	
Work experience in the development of a project document or development of a national or provincial development strategy for at least 05 years (03 marks for each year)	YES/NO	
	Weight	Max points
Technical Competencies	70	
Approach/methodology to assignment <i>(16-20 for proposal with relevant detail of each task, and overall understanding of the sensitivity of data gathering and analysis; 10-16 of methodology is relevant but lacks sufficient detail, less than 10 if proposal does not offer much beyond the TORs advertised.)</i>	20	
Experience in carrying out project evaluations of UN related projects for at least 05 years (05 marks for each year)	25	
Demonstrated understanding of climate change, NDCs, local governance, gender mainstreaming, governance mechanisms within the Pakistani context. 1. Climate Change/NDCs (10) 2. CV demonstrates an experience with UN or Government departments for 5 years (10) 5. CV demonstrates experience on gender mainstreaming or gender related work for at least a year (5)	25	
<u>Financial (Lower Offer/Offer*100)</u>	30	

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

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

ANNEX

ANNEX I - TERMS OF REFERENCES (TOR)

ANNEX II- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS

ANNEX III- PROPOSAL SUBMISSION FORM

ANNEX IV- CONFIRMING INTEREST AND AVAILABILITY

ANNEX V- FINANCIAL PROPOSAL

ANNEX VI- Statement of Health

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

Terms of Reference (TOR)

UNDP MIDTERM EVALUATION

NATIONAL CONSULTANT - TERMS OF REFERENCE

PROJECT: INSTITUTIONAL SUPPORT TO CLIMATE CHANGE ADAPTATION AND MITIGATION-I

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8. Evaluation purpose, scope and objectives

SCOPE AND OBJECTIVES OF THE MTE

The MTE will assess progress towards the achievement of the project outputs and contribution towards the United Nations Sustainable Development Framework (UNDAF III)/Country Programme Documents (2013-2017 & 2018-2022) outcomes as specified in the Project Document and assess early signs of project success or failure and factors contributing to that with the goal of identifying the necessary changes to be made in order to set the project on-track to achieve its intended results. The MTE will also review the project's strategy. The evaluation will also review the project's strategy with regards to its relevance, effectiveness, efficiency, impact, and sustainability of major interventions. Overall, the evaluation should specify what the project has achieved so far, along with the value addition; assess the progress made against planned results, as well as assess challenges, opportunities, risks, and lessons learnt. It should recommend ways in which UNDP may increase its effectiveness, relevance, and coherence of project with emerging national government priorities. The major audience of this evaluation will be UN in general and UNDP Pakistan, along with relevant Government Departments, including MOCC and provincial Planning and Development departments of KP, Punjab, Balochistan, GB and Sindh. The project has been concentrated in Islamabad Capital Territory, Karachi, South Punjab, Gwadar, Baltistan region in GB and various soft interventions are spread across Pakistan.

The evaluation recommendations will help UNDP in making timely course correction for supporting the national/sub-national governments related interventions.

9. Evaluation criteria and key guiding questions

The MTE consultant will assess the following aspects of the project like Project strategy, relevance, efficiency, effectiveness, sustainability, gender equality, progress towards project results, Project implementation and adaptive management through the criteria as given below.

More specifically, the MTE will address the following questions (the questions do not present an exhaustive list and more may be added while finalizing the Inception Report).

Relevance

Relevance:

- To what extent was the project in line with the national development priorities, the country program's outputs and outcomes, the UNDP Strategic Plan and the SDGs?
- To what extent does the project contribute to the theory of change for the relevant country programme outcome?
- To what extent were lessons learned from other relevant projects considered in the project's design?
- To what extent were perspectives of those who could affect the outcomes, and those who could contribute information or other resources to the attainment of stated results, taken into account during the project design processes?
- To what extent does the project contribute to gender equality, the empowerment of women and the human rights-based approach?
- To what extent has the project been appropriately responsive to political, legal, economic, institutional, etc., changes in the country?

Effectiveness

- To what extent did the project contribute to the country programme outcomes and outputs, the SDGs, the UNDP Strategic Plan and national development priorities?
- To what extent were the project outputs achieved?
- What factors have contributed to achieving or not achieving intended country programme outputs and outcomes?
- To what extent has the UNDP partnership strategy been appropriate and effective?
- What factors contributed to effectiveness or ineffectiveness?
- In which areas does the project have the greatest achievements? Why and what have been the supporting factors? How can the project build on or expand these achievements?
- In which areas does the project have the fewest achievements? What have been the constraining factors and why? How can or could they be overcome?
- What, if any, alternative strategies would have been more effective in achieving the project's objectives?
- Are the project's objectives and outputs clear, practical and feasible within its frame?
- To what extent have stakeholders been involved in project implementation?
- To what extent are project management and implementation participatory and is this participation contributing towards achievement of the project objectives?
- To what extent has the project been appropriately responsive to the needs of the national constituents and changing partner priorities?
- To what extent has the project contributed to gender equality, the empowerment of women and the realization of human rights?

Efficiency

- To what extent was the project management structure as outlined in the project document efficient in generating the expected results?
- To what extent have the UNDP project implementation strategy and execution been efficient and cost-effective?
- To what extent has there been an economical use of financial and human resources? Have resources (funds, human resources, time, expertise, etc.) been allocated strategically to achieve outcomes?
- To what extent have resources been used efficiently? Have activities supporting the strategy been cost-effective?
- To what extent have project funds and activities been delivered in a timely manner?
- To what extent do the M&E systems utilized by UNDP ensure effective and efficient project management?

Sustainability

- Are there any financial risks that may jeopardize the sustainability of project outputs?
- To what extent will financial and economic resources be available to sustain the benefits achieved by the project?
- Are there any social or political risks that may jeopardize sustainability of project outputs and the project's contributions to country programme outputs and outcomes?
- Do the legal frameworks, policies and governance structures and processes within which the project operates pose risks that may jeopardize sustainability of project benefits?
- To what extent did UNDP actions pose an environmental threat to the sustainability of project outputs?
- What is the risk that the level of stakeholders' ownership will be sufficient to allow for the project benefits to be sustained?
- To what extent do mechanisms, procedures and policies exist to allow primary stakeholders to carry forward the results attained on gender equality, empowerment of women, human rights and human development?
- To what extent do stakeholders support the project's long-term objectives?
- To what extent are lessons learned being documented by the project team on a continual basis and shared with appropriate parties who could learn from the project?
- To what extent do UNDP project has well-designed and well-planned exit strategies?
- What could be done to strengthen exit strategies and sustainability?

Human rights

- To what extent have poor, indigenous and physically challenged, women and other disadvantaged and marginalized groups benefited from the work of CCAM-II project at UNDP?

Gender equality

- To what extent have gender equality and the empowerment of women been addressed in the design and implementation of the project?
- Is the gender marker data assigned to this project representative of reality?
- To what extent has the project promoted positive changes in gender equality and the empowerment of women? Were there any unintended effects?

10. Methodology

The MTE must provide evidence-based information that is credible, reliable, and useful. The MTE consultant will review all relevant sources of information including documents prepared during the preparation and implementation phase (i.e. the Project Document, project reports including Annual Progress Reports, UNDP Environmental & Social Safeguard Policy, project budget revisions, PQAs, ROAR, Annual Work Plans, and any other materials that the team considers useful for this evidence-based review).

The MTE consultant is expected to follow a collaborative and participatory and gender sensitive approach ensuring close engagement with the Project Team, Implementing Partner, government counterparts, the UNDP Country Office and other key stakeholders.

Engagement of stakeholders is vital to a successful MTE. Stakeholder involvement should include interviews with stakeholders who have project responsibilities, including but not limited to executing agency senior officials and task team/component leaders, key experts and consultants in the subject area, Project Board, project stakeholders, local government, CSOs, project beneficiaries, etc. The final list of interviews will be agreed upon with the evaluator at the inception phase of the evaluation.

Additionally, the MTE consultant may conduct field missions to project sites, to be decided in consultation with the UNDP evaluation manager/MSU at the inception phase.

The final MTE report should describe the full MTE 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 following approach may be used by the evaluator:

- Evaluation should employ a combination of both qualitative and quantitative evaluation methods and instruments.
- **Document review of all relevant documentation.** This would include a review of inter alia
 - Project document (contribution agreement).
 - Theory of change and results framework.
 - Annual workplans.
 - Consolidated quarterly and annual reports.
 - Highlights of project board meetings.
 - Technical/financial monitoring reports.
 - ROAR, PQAs, SESP checklist
- **Semi-structured interviews** with key stakeholders including key government counterparts, donor community members, representatives of key civil society organizations, UNCT members and implementing partners:
 - **Development of evaluation questions** around relevance, effectiveness, efficiency and sustainability and designed for different stakeholders to be interviewed.
 - Key informant and focus group discussions with men and women, beneficiaries and stakeholders.
 - All interviews should be undertaken in full confidence and anonymity. The final evaluation report should not assign specific comments to individuals.
- **Field visits** and on-site validation of key tangible outputs and interventions.

- The evaluator is expected to follow a participatory and consultative approach that ensures close engagement with the evaluation managers, implementing partners and direct beneficiaries.

11. Evaluation products (deliverables)

The following products are requested from the evaluator.

- **Evaluation inception report (10-15 pages).** The inception report should be carried out following and based on preliminary discussions with UNDP after the desk review, and should be produced before the evaluation starts (before any formal evaluation interviews, survey distribution or field visits) and prior to the country visit in the case of international evaluators.
- **Evaluation debriefings.** Immediately following an evaluation, UNDP may ask for a preliminary debriefing and findings.
- **Draft evaluation report (within an agreed length).** The programme unit and key stakeholders in the evaluation should review the draft evaluation report and provide an amalgamated set of comments to the evaluator within an agreed period of time, addressing the content required (as agreed in the TOR and inception report) and quality criteria as outlined in these guidelines.
- **Evaluation report audit trail.** Comments and changes by the evaluator in response to the draft report should be retained by the evaluator to show how they have addressed comments.
- **Final evaluation report.**
- **Presentations to stakeholders and/or the evaluation reference group**

#	Deliverable	Description	Timing	Responsibilities
1	MTE Inception Report	MTE Consultant clarifies objectives and methods of Midterm Evaluation	1 week after on boarding	MTE Consultant submits to the Commissioning Unit and project management
2	Presentation	Initial Findings	2 weeks after conclusion of findings	MTE consultant presents to project management and the Commissioning Unit
3	Draft Final Report	Full report (using guidelines on content outlined in Annex B) with annexes	Within 10 days after presenting the findings	Sent to the Commissioning Unit and reviewed by MSU
4	Final Report*	Revised report with audit trail detailing how all received comments have (and have not) been addressed in the final MTE report	Within 1 week of receiving UNDP comments on draft	Sent to the Commissioning Unit

20% of payment upon approval of the final MTE
Inception Report 40% upon submission of the draft MTE
report
40% upon finalization of the MTE report

Evaluation team composition and required competencies

One independent consultant will conduct the MTE with experience and exposure to projects and evaluations in other national or regional projects. The consultant must not 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 project's related activities.

12. Evaluation ethics

"This evaluation will be conducted in accordance with the principles outlined in the UNEG 'Ethical Guidelines for Evaluation'. The consultant must safeguard the rights and confidentiality of information providers, interviewees and stakeholders through measures to ensure compliance with legal and other relevant codes governing collection of data and reporting on data. The consultant must also ensure security of collected information before and after the evaluation and protocols to ensure anonymity and confidentiality of sources of information where that is expected. The information knowledge and data gathered in the evaluation process must also be solely used for the evaluation and not for other uses with the express authorization of UNDP and partners."

13. Implementation arrangements

The principal responsibility for managing this MTE resides with the Management Support Unit (MSU). Though the commissioning unit is the Environment and Climate Change Unit but the evaluation process will be guided by the Management Support Unit (MSU), UNDP to ensure all corporate evaluation guidelines are followed. The Project team will facilitate information sharing, identifying stakeholders for meetings and overall coordination of the assignment.

14. Time frame for the evaluation process

The total duration of the MTE will be approximately 30 working days over a time-period of two months from when the consultant is hired. The tentative MTE time frame is as follows:

ACTIVITY	NUMBER OF WORKING DAYS	COMPLETION DATE
Document review and preparing MTE Inception Report	7 days	1 st Sept
MTE mission: Stakeholder meetings, interviews, field visits	10 days	20 th Sept
Presentation of initial findings	1 day	30 th Sept

Preparing draft report (within days after presenting the findings)	07 days	15 Oct
Incorporating feedback and finalization of MTE report	5 days	25 th Oct
Estimated total days for the evaluation	30 Days	Till 25th Oct

15. TOR annexes

1. UNDP Project Document
2. UNDP Environmental and Social Screening template
3. All Annual Performance Reports (APRs)
4. Annual Work Plans
5. Audit reports
6. Mission reports
7. All monitoring reports prepared by the project
8. Financial and Administration guidelines used by Project Team

The following documents will also be available:

9. Project operational guidelines, manuals and systems
10. UNDP country/countries programme document(s)
11. Minutes of the Project Board Meetings and other meetings (i.e. Project Appraisal Committee meetings)
12. Project site location maps

Table 1. Sample evaluation matrix

Relevant evaluation criteria	Key questions	Specific sub questions	Data sources	Data-collection methods/tools	Indicators/success standard	Methods for data analysis

Contents for the Midterm Evaluation Report

- i. Basic Report Information (*for opening page or title page*)
 - Title of UNDP project
 - UNDP project ID
 - MTE time frame and date of MTE report
 - Executing Agency/Implementing Partner and other project partners
 - MTE team members
 - Acknowledgements
- ii. Table of Contents
- iii. Acronyms and Abbreviations

1. Executive Summary (3-5 pages)
 - Project Information Table
 - Project Description (brief)
 - Project Progress Summary (between 200-500 words)
 - MTE Ratings & Achievement Summary Table
 - Concise summary of conclusions
 - Recommendation Summary Table
2. Introduction (2-3 pages)
 - Purpose of the MTE and objectives
 - Scope & Methodology: principles of design and execution of the MTE, MTE approach and data collection methods, limitations to the MTE
 - Structure of the MTE report
3. Project Description and Background Context (3-5 pages)
 - 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
 - Project Description and Strategy: objective, outcomes and expected results, description of field sites (if any)
 - Project Implementation Arrangements: short description of the Project Board, key implementing partner arrangements, etc.
 - Project timing and milestones
 - Main stakeholders: summary list
4. Findings (12-14 pages)
 - 4.1 Project Strategy
 - Project Design
 - Results Framework/Log frame
 - 4.2 Progress Towards Results
 - Progress towards outcomes analysis
 - Remaining barriers to achieving the project objective
 - 4.3 Project Implementation and Adaptive Management
 - Management Arrangements
 - Work planning
 - Finance and co-finance
 - Project-level monitoring and evaluation systems
 - Stakeholder engagement
 - Reporting
 - Communications
 - 4.4 Sustainability
 - Financial risks to sustainability
 - Socio-economic to sustainability
 - Institutional framework and governance risks to sustainability
 - Environmental risks to sustainability
5. Conclusions and Recommendations (4-6 pages)
 - 5.1 Conclusions
 - Comprehensive and balanced statements (that are evidence-based and connected to the MTE's findings) which highlight the strengths, weaknesses and results of the project
 - 5.2 Recommendations
 - Corrective actions for the design, implementation, sustainability, impact, monitoring and evaluation of the project
 - Actions to follow up or reinforce and upscale benefits from the project
 - Proposals for future directions ensuring effective programme delivery as per country's requirements and needs

6. Annexes

- MTE ToR (excluding ToR annexes)
- MTE evaluative matrix (evaluation criteria with key questions, indicators, sources of data, and methodology)
- Example Questionnaire or Interview Guide used for data collection
- Ratings Scales
- MTE mission itinerary
- List of persons interviewed
- List of documents reviewed
- Co-financing table (if not previously included in the body of the report)
- Signed UNEG Code of Conduct form
- Signed MTE final report clearance form
- *Annexed in a separate file:* Audit trail from received comments on draft MTE report

ToR ANNEXD: UNEG Code of Conduct for Evaluators/Midterm Evaluation Consultants¹³

Evaluators/Consultants:

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

MTE Consultant Agreement Form

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

Name of Consultant: _____

Name of Consultancy Organization (where relevant): _____

I confirm that I have received and understood and will abide by the United Nations Code of Conduct for Evaluation.

Signed at _____ (Place) on _____ (Date)

Signature: _____

MTE Report Clearance Form

(to be completed by the Commissioning Unit and MSU and included in the final document)

Midterm Evaluation Report Reviewed and Cleared By:

Commissioning Unit

Name: _____

Signature: _____ Date: _____

UNDP- Evaluation Manager/Head MSU



INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS

GENERAL CONDITIONS OF CONTRACT FOR THE SERVICES OF INDIVIDUAL CONTRACTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. SETTLEMENT OF DISPUTES:

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

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

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

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

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

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Proposal Submission form

Dear Sir/Madam,

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

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

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

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

Dated: this -----day of -----2021

Signature

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

Date _____

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

Dear Sir/Madam:

I hereby declare that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name	Relationship	Name of International Organization

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

YES ☐ NO ☐

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

YES ☐ NO ☐ If answer is "yes", WHEN?

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

Full Name	Email Address	Business or Occupation

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

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

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

DATE: _____

SIGNATURE: _____

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

Annexes *[please check all that applies]:*

- ☐ CV shall include Education/Qualification, Professional Certification, Employment Records /Experience
- ☐ Breakdown of Costs Supporting the Final All-Inclusive Price as per Template
- ☐ Brief Description of Approach to Work (if required by the TOR)

BREAKDOWN OF COSTS¹
SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL

A) Breakdown of Cost by Components:

Cost Components	Unit Cost PKR	Quantity	Total Rate for the Contract Duration- PKR
I. Personnel Costs			
Professional Fees			
Life Insurance			
Medical Insurance			
Communications			
Land Transportation			
Others (pls. specify)			
II. Travel ² Expenses to Join duty station			
Round Trip Airfares to and from duty station			
Living Allowance			
Travel Insurance			
Terminal Expenses			
Others (pls. specify)			
III. Duty Travel			
Round Trip Airfares			
Living Allowance			
Travel Insurance			
Terminal Expenses			
Others (pls. specify)			

B) Breakdown of Cost by Deliverables*

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

**Basis for payment tranches*

¹ The costs should only cover the requirements identified in the Terms of Reference (TOR)

² Travel expenses are not required if the consultant will be working from home.

FINANCIAL PROPOSAL

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

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

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

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

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

Name:

Signature:

Date:

NT FOSULTANINDIVIDUAL CONTRACTORS

*Empowered lives.
Resilient nations.*

STATEMENT OF HEALTH – INDIVIDUAL CONTRACTORS

Name of Consultant/Individual Contractor:

Last Name, First Name

Statement of Good Health

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

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

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

The name of my medical insurance carrier is:

Policy Number:

Telephone Number of Medical Insurance Carrier:

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

Signature of Consultant/Individual Contractor Date

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

Signature of Officer Supervising the Contract Name

Business Unit