INDIVIDUAL CONSULTANT PROCUREMENT NOTICE



Date: 24th Nov 2022 Ref: UNDP-IC-2022-405

Country: <u>Pakistan</u>

Description of the assignment: Individual Contract: **National Consultant**" Impact Evaluation of Mainstreaming, Acceleration and Policy Support for the Sustainable Development Goals in Punjab"

Project name: MAPS for SDG's Support in Punjab

Period of assignment/services (if applicable): The duration of the contract is based on 50 working days effective from the date of the signing of the contract spread over a period of 03 months.

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

Duty Station: The Contractor's duty station for the contract duration is Lahore.

Please submit your Technical and Financial proposals **via email** to the following address: **bids.pk@undp.org** no later than **7**th **December 2022 (Pakistan Standard Time).** Hand Delivery is not acceptable.

Consultant "Impact Evaluation of Mainstreaming, Acceleration and Policy Support for the Sustainable Development Goals in Punjab" 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

In pursuance to United Nation's General Assembly Resolution on Agenda 2030, National Assembly of Pakistan passed a resolution declaring Sustainable Development Goals (SDGs) as National Goals for Pakistan in February 2016. As part of Pakistan's institutional arrangements under the "National Initiative on SDG", Planning & Development Board, Government of the Punjab (GoPb) established Punjab SDGs Support Unit in June 2016 with the objective of providing support to provincial government and line departments for mainstreaming SDGs at provincial and district level, and integrating different dimensions of SDGs into planning and budgeting processes.

2. Purpose and Objectives

Punjab was the first province to establish the SDGs Support Unit in June 2016. Punjab SDGs Unit was initially launched for three years (FY 2015/16-2017/18) to successfully localize and mainstream SDGs in planning and budgeting policies, and processes, identify and fill data gaps with respect to SDGs and enhance policy cohesion, awareness and ownership of SDGs at all levels.

The main output areas of the project include:

Output 1: Aligning Provincial Plans, Policies and Resource Allocations with SDGs

Output II: Strengthening monitoring and reporting of SDGs in Punjab

Output III: Financing Flows aligned with the SDGs Agenda

Output IV: Innovative Approaches & Partnerships to accelerate progress on SDGs.

Over the course of the previous six years, the Punjab SDGs Unit took stock of provincial policies, plans and strategies to assess their SDGs responsiveness, reviewed data ecosystem at the provincial and district level and came up with provincial SDGs framework which includes prioritized SDGs targets for Punjab, that need to be integrated and mainstreamed with provincial planning and budgeting processes. The Unit computed SDGs missing indicators, developed district profiles, and South Punjab regional indicators to aid in evidence-based decision making. The Unit conducted pioneering work in developing an integrated financing strategy for Punjab and proposed innovating solutions for financing for development.

With the extended gestation period coming to a close in December 2022, an impact evaluation exercise is taking place to not only assess the impact generated as a result of this project in light of its theory of change but also to inform UNDP's ongoing strategy for SDGs implementation at the provincial level, especially in designing the next phase of SDGs Plus program. The objectives of this evaluation can broadly be categorized as retrospective (feedback) and prospective (feedforward) which can be defined as below:

- a) To analyze the progress made towards the achievement of the project outputs and outcomes, in line with its RBM framework and theory of change;
- b) In-depth analysis of the intentions at the inception phase, project progress, lessons learned and changes stemming from crises and instability like the COVID-19 pandemic, political situation and bureaucratic re-shuffling;
- c) Identification of factors that facilitated or constrained the achievement of the intended Project Objectives;
- d) Recommendations based on lessons learned as well as strategic opportunities and challenges to inform the next phase of the SDGs Plus strategy.

The evaluation will analyze the progress made towards the achievement of the project goals and outcomes to identify necessary changes to be made in the next phase of the SDGs Plus program. It will examine factors that facilitated or constrained the achievement of intended project objectives. It will make forward-looking

recommendations on the revision of the project to align more closely with the current UNDP and GoPb's vision for the next phase of the project. The evaluation will also review the project's strategy and sustainability.

However, the evaluation should not be limited to the formal assessment of the results to date based on the Project Document indicators. It should instead involve more in-depth analysis of the intentions, progress, lessons learned and results in the changing Project context. The impact of crises including COVID-19, political instability and most recently the flood situation in South Punjab constituted challenges to the Project objectives especially since they impacted the human development indicators of the province, not just in terms of health, education and performance of the economy. Nuanced approaches adopted by the project may be assessed in terms of emerging and alternative ways to achieving objectives and targets in challenging times.

3. Evaluation Scope

The evaluation will cover the period from 1 June 2016 to 30 June 2022 and cover all four output areas of the MAPS Project Document. The evaluation will focus on documenting Punjab SDGs Unit contribution to date, in particular at the outcome and output level, as detailed in its RBM framework.

4. Evaluation Criteria and Questions

The evaluation may be guided by the following criteria, to help focus the evaluation objectives which include: relevance, effectiveness, efficiency, and sustainability.¹

The evaluation will be carried out within the overall provisions contained in the UNDP Evaluation Policy and the proposed evaluation questions discussed below to assess the contributions of the Punjab SDGs Unit in the four output areas.

RELEVANCE

- Assess the technical support provided by Punjab SDGs Unit to stakeholders, including, UNDP CO and GoPb. In what ways can support be provided more systematically?
- Was Punjab SDGs Units work relevant to GoPb, addressing provincial needs, and consistent with the Units mandate?
- What has been the impact of reports, research paper, workshops, and trainings conducted by the Unit under the Project.

EFFECTIVENESS

- Was the theory of change of the project and its associated development model adequately designed?
- Were the horizontal and vertical coordination structures effectively envisioned and designed? What could have been improved? What has been done well?
- How has Punjab SDGs Unit addressed the needs of diverse groups, including marginalized peoples and groups, to leave no one behind? In what ways could the needs of different stakeholders have been addressed more directly? What has been done well?
- What contributions has the Punjab SDGs Unit made in espousing regional equalization?

¹ For details please refer to Page 168-170 of the Handbook on Planning, Monitoring and Evaluating for Development Results http://web.undp.org/evaluation/handbook/documents/english/pme-handbook.pdf

- How has the project addressed cross-cutting issues such as gender? Which cross-cutting issues could be emphasized more by the Project?
- What are some of the key achievements of the Project in aligning the SDGs with the provincial development plans or identifying resource gaps, etc.?
- What contributions has the Unit made in enhancing the statistical data ecosystem at the provincial level and in strengthening capacities of provincial statistical offices?
- What lessons can be learned to improve the design of Annual Work Plan, Project's delivery and how could the Project evolve to meet the demands of stakeholders, including UNDP CO and GoPb, more effectively?
- How effective was the Unit's Communication & Advocacy Plan in mainstreaming and accelerating the Agenda 2030? What was done well? What could be improved?

EFFICIENCY

- What contributions has the Unit made to its stated outputs and outcomes as envisioned in its RBM?
- What factors have contributed to achieving or not achieving intended outcomes? What adaptive management techniques were adopted to design alternative ways to achieve project objectives and targets, especially in the wake of COVID-19 pandemic?
- How efficiently was the research output of the Unit disseminated amongst stakeholders?
- Is the project's governance mechanism (i.e., the project board/thematic cluster groups or equivalent) functioning efficiently?
- Did the horizontal and vertical coordination structures function efficiently?
- How successful was the Punjab SDGs Unit communications & advocacy plan in resonating with diverse stakeholders in terms of enhancing awareness and ownership of the Agenda 2030?

SUSTAINABILITY

- Which partnerships, tools, innovations, technologies, and strategies could be used by the Unit moving forward, in achieving the 2030 Agenda?
- What has been the Project's ability to adapt and evolve based on lessons learned and changing development priorities, especially, COVID-19, political instability, and foods in South Punjab?
- What role will the Communications & Advocacy Plan play in the SDGs Plus phase in localizing the SDGs Agenda at the district level?
- Is the project sufficiently at scale? Is there potential to scale up the project?

EVALUATION QUESTIONS ON CROSS-CUTTING AREAS:

- How effective has the Punjab SDGs Unit team been in building gender equality capacity and accountability frameworks with stakeholders?
- How effective has the Punjab SDGs Unit team been in implementing gender mainstreaming? To what
 extent has the project promoted positive changes in gender equality and the empowerment of women?
 Were there any unintended results?

The following phased approach may be adopted in conducting this assignment:

5. Evaluation Methodology

The evaluation approach and methodology will highlight the conceptual models to be adopted, and describe the data collection methods, sources and analytical approaches that will be employed, as well as the rationale for their selection and limitations; data collection tools, instruments and protocols; and the reliability and validity of the evaluation and sampling plan.²

The evaluator may employ a mixed methods approach and follow a consultative and participatory approach with the Punjab SDGs Unit. Some methodological tools may include:

- Desk Review: This would include a review of all relevant documentation including
 - PC-1 (original and revisions)
 - Project Document
 - Annual Workplans
 - o Project Technical Committee meetings and their minutes
 - HR plan and staffing details
- Interviews and meetings with key stakeholders such as key government counterparts, UNDP Country
 Office team, representatives of civil society organizations, etc. These interviews may include KIIs,
 FGDs etc. and may revolve around the evaluation questions on relevance, effectiveness, efficiency
 and sustainability.
- Surveys questionnaires with stakeholders at the strategic and programmatic level including government and UNDP Country Office team.

The following phases may be adopted in the evaluation process:

Phase I: Desk Review and Inception Report

The consultant will conduct in-depth review of literature, including but not limited to, the UNDP Handbook on Planning, Monitoring, and Evaluating for Development Results, Project Document, Risk Logs, Annual Work Plans etc. to further refine the proposed evaluation questions along with methodologies for evaluating the contributions made at the programmatic Output and Outcome level. The consultant will review the publications of the Unit and the capacity building trainings and workshops conducted by the Unit.

The inception report will synthesize the findings from the desk review, present evaluation design methodologies, present key evaluation questions and how they will be answered through the selected methods, include an impact evaluation plan (data collection, data analysis and reporting); and include the list of stakeholders to be interviewed.

Phase II: Data Collection, Analysis and Draft Evaluation Report

In this phase, the consultant will conduct in depth interviews, focus group discussion and KIIs as agreed in the evaluation methodology of the inception report. The IC will ensure that gender equality, women empowerment, leaving no one behind and other cross-cutting issues which may not be reflected in the output and outcome indicators in the RBM framework are adequately addressed throughout the draft evaluation report.

The consultant will share a draft evaluation report for review by the Punjab SDGs Unit and key stakeholders will review and share comments on the draft evaluation report.

Phase III: Final Report

The consultant will incorporate the input shared by the Unit and stakeholders to finalize the evaluation report.

² http://web.undp.org/evaluation/guideline/documents/PDF/UNDP_Evaluation_Guidelines.pdf

Phase IV: Presentation on Evaluation Report

The consultant will deliver a presentation on the evaluation report to internal and external stakeholders to present findings and recommendations.

6. Evaluation Products (Deliverables)

Deliverables/Outputs	Estimated Duration to Complete	Target Due Dates	% of Payment	Review and Approvals Required
Inception report developed that includes detailed understanding of what is being evaluated and why, showing how each evaluation question will be answered by way of proposed methods, proposed sources of data and data collection procedure along with timelines.	15 days spread over 3 Weeks	Jan 2023	20%	Project Manager and ARR
Data Collection, Analysis and Draft Evaluation Report	20 days spread over 3 Weeks	Jan-Feb 2023	30%	Project Manager and ARR
Final Evaluation Report	10 days spread over 2 Weeks	Feb 2023	20%	Project Manager and ARR
Report Presentation	5 days spread over 1 Week	March 2023	30%	Project Manager and ARR
Total	50 days spread over 3 months	100%		

A. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

Institutional Arrangements

The consultant will report to the Project Manager, SDGs Support Unit and Assistant Resident Representative, Development Policy Unit, UNDP. Punjab SDGs Unit will provide technical, logistical and coordination support. All reports/documents/progress update will be submitted to the Project Manager, Punjab SDG Unit and UNDP, as per agreed timeframe against the deliverables.

7. Evaluation Composition and Required Competencies

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.

The following weigh-scales shall be used in evaluating the technical and financial bid:

- a. Technical Criteria weight: 70%
- b. Financial Criteria weight: 30%

Only candidates obtaining a minimum of 49 out of 70 points in their Technical Evaluation would be considered for the Financial Evaluation.

B. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

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

- a) Duly accomplished Letter of Confirmation of Interest and Availability using the template provided by UNDP;
- b) **Personal CV**, indicating all experience from similar projects, as well as the contact details (email and telephone number) and at least three professional references;
- c) **Brief description** of why the IC considers himself/herself as the most suitable candidate for the assignment, and a methodology, on how he/she will complete the assignment;
- d) **Financial Proposal** that indicates the all-inclusive fixed total contract price for the assignment including any licenses and/or database fees that will have to be paid.

C. EXPECTED PERIOD OF CONSULTANCY

Duration of the Work:

a) 50 working days effective from the date of the signing of the contract spread over a period of 3 months.

Duty Station:

The Contractor's duty station for the contract duration is Lahore.

All travel costs anticipated/ planned as per the TORs should be incorporated in the financial proposal along with breakdown of each location.

D. FINANCIAL PROPOSAL

Lump sum contracts

- a) All proposals must be expressed on lumpsum basis. Use the breakdown table to provide your cost breakdown.
- b) Proposals must be in the local currency i.e. PKR
- c) Provide evidence/proof of your consultancy rate as well.

E. 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:

- iii. Responsive/compliant/acceptable, and
- iv. Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation.

The following weigh-scales shall be used in evaluating the technical and financial bid:

- c. Technical Criteria weight: 70%
- d. Financial Criteria weight: 30%

Only candidates obtaining a minimum of 49 out of 70 points in their Technical Evaluation would be considered for the Financial Evaluation.

Criteria	Weight	Max points
Qualification Criteria		
The candidate should possess at least a Master's degree in social sciences, project management, economics, public administration, public policy or related field from a well-reputed university	Yes/No	
At least 10 years of project/program impact evaluation experience in the development and humanitarian sector.	Yes/No	
Technical Competencies	70	
Technical proposal presenting the methodology of the assignment as defined in the scope of work	40	
At least 10 years of development / humanitarian sector experience with substantive knowledge of the 2030 Agenda and its Implementation, including knowledge of its core principles of leaving no one behind, and human rights	10	
Extensive experience in applying evaluation techniques, and demonstrable experience in conducting evaluations of projects that focus on sustainable development, human development, MDGs and/or the 2030 Agenda is required	10	
Demonstrated quantitative and qualitative data collection and analysis skills	10	
Financial (Lower Offer/Offer*100)	30	
<u>Total Score</u>	Technical s Financial	core 70 + 30

Weight per Technical Competence		
Weak: Below 70%	The individual consultant has demonstrated a WEAK capacity for	
	the analyzed competence	

The individual consultant has demonstrated a SATISFACTORY
capacity for the analyzed competence
The individual consultant has demonstrated a GOOD capacity for
the analyzed competence
The individual consultant has demonstrated a VERY GOOD
capacity for the analyzed competence
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

Impact Evaluation of Mainstreaming, Acceleration and Policy Support for the Sustainable Development Goals in Punjab (Individual Consultant)

1. Background

In pursuance to United Nation's General Assembly Resolution on Agenda 2030, National Assembly of Pakistan passed a resolution declaring Sustainable Development Goals (SDGs) as National Goals for Pakistan in February 2016. As part of Pakistan's institutional arrangements under the "National Initiative on SDG", Planning & Development Board, Government of the Punjab (GoPb) established Punjab SDGs Support Unit in June 2016 with the objective of providing support to provincial government and line departments for mainstreaming SDGs at provincial and district level, and integrating different dimensions of SDGs into planning and budgeting processes.

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Over the course of the previous six years, the Punjab SDGs Unit took stock of provincial policies, plans and strategies to assess their SDGs responsiveness, reviewed data ecosystem at the provincial and district level and came up with provincial SDGs framework which includes prioritized SDGs targets for Punjab, that need to be integrated and mainstreamed with provincial planning and budgeting processes. The Unit computed SDGs missing indicators, developed district profiles, and South Punjab regional indicators to aid in evidence-based decision making. The Unit conducted pioneering work in developing an integrated financing strategy for Punjab and proposed innovating solutions for financing for development.

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- g) Identification of factors that facilitated or constrained the achievement of the intended Project Objectives;
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The evaluation will analyze the progress made towards the achievement of the project goals and outcomes to identify necessary changes to be made in the next phase of the SDGs Plus program. It will examine factors that facilitated or constrained the achievement of intended project objectives. It will make forward-looking recommendations on the revision of the project to align more closely with the current UNDP and GoPb's vision for the next phase of the project. The evaluation will also review the project's strategy and sustainability.

However, the evaluation should not be limited to the formal assessment of the results to date based on the Project Document indicators. It should instead involve more in-depth analysis of the intentions, progress, lessons learned and results in the changing Project context. The impact of crises including COVID-19, political instability and most recently the flood situation in South Punjab constituted challenges to the Project objectives especially since they impacted the human development indicators of the province, not just in terms of health, education and performance of the economy. Nuanced approaches adopted by the project may be assessed in terms of emerging and alternative ways to achieving objectives and targets in challenging times.

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The evaluation will be carried out within the overall provisions contained in the UNDP Evaluation Policy and the proposed evaluation questions discussed below to assess the contributions of the Punjab SDGs Unit in the four output areas.

RELEVANCE

- Assess the technical support provided by Punjab SDGs Unit to stakeholders, including, UNDP CO and GoPb. In what ways can support be provided more systematically?
- Was Punjab SDGs Units work relevant to GoPb, addressing provincial needs, and consistent with the Units mandate?

³ For details please refer to Page 168-170 of the Handbook on Planning, Monitoring and Evaluating for Development Results http://web.undp.org/evaluation/handbook/documents/english/pme-handbook.pdf

• What has been the impact of reports, research paper, workshops, and trainings conducted by the Unit under the Project.

EFFECTIVENESS

- Was the theory of change of the project and its associated development model adequately designed?
- Were the horizontal and vertical coordination structures effectively envisioned and designed? What could have been improved? What has been done well?
- How has Punjab SDGs Unit addressed the needs of diverse groups, including marginalized peoples and groups, to leave no one behind? In what ways could the needs of different stakeholders have been addressed more directly? What has been done well?
- What contributions has the Punjab SDGs Unit made in espousing regional equalization?
- How has the project addressed cross-cutting issues such as gender? Which cross-cutting issues could be emphasized more by the Project?
- What are some of the key achievements of the Project in aligning the SDGs with the provincial development plans or identifying resource gaps, etc.?
- What contributions has the Unit made in enhancing the statistical data ecosystem at the provincial level and in strengthening capacities of provincial statistical offices?
- What lessons can be learned to improve the design of Annual Work Plan, Project's delivery and how could the Project evolve to meet the demands of stakeholders, including UNDP CO and GoPb, more effectively?
- How effective was the Unit's Communication & Advocacy Plan in mainstreaming and accelerating the Agenda 2030? What was done well? What could be improved?

EFFICIENCY

- What contributions has the Unit made to its stated outputs and outcomes as envisioned in its RBM?
- What factors have contributed to achieving or not achieving intended outcomes? What adaptive management techniques were adopted to design alternative ways to achieve project objectives and targets, especially in the wake of COVID-19 pandemic?
- How efficiently was the research output of the Unit disseminated amongst stakeholders?
- Is the project's governance mechanism (i.e., the project board/thematic cluster groups or equivalent) functioning efficiently?
- Did the horizontal and vertical coordination structures function efficiently?
- How successful was the Punjab SDGs Unit communications & advocacy plan in resonating with diverse stakeholders in terms of enhancing awareness and ownership of the Agenda 2030?

SUSTAINABILITY

• Which partnerships, tools, innovations, technologies, and strategies could be used by the Unit moving forward, in achieving the 2030 Agenda?

- What has been the Project's ability to adapt and evolve based on lessons learned and changing development priorities, especially, COVID-19, political instability, and foods in South Punjab?
- What role will the Communications & Advocacy Plan play in the SDGs Plus phase in localizing the SDGs Agenda at the district level?
- Is the project sufficiently at scale? Is there potential to scale up the project?

EVALUATION QUESTIONS ON CROSS-CUTTING AREAS:

- How effective has the Punjab SDGs Unit team been in building gender equality capacity and accountability frameworks with stakeholders?
- How effective has the Punjab SDGs Unit team been in implementing gender mainstreaming? To what extent has the project promoted positive changes in gender equality and the empowerment of women? Were there any unintended results?

The following phased approach may be adopted in conducting this assignment:

5. Evaluation Methodology

The evaluation approach and methodology will highlight the conceptual models to be adopted, and describe the data collection methods, sources and analytical approaches that will be employed, as well as the rationale for their selection and limitations; data collection tools, instruments and protocols; and the reliability and validity of the evaluation and sampling plan.⁴

The evaluator may employ a mixed methods approach and follow a consultative and participatory approach with the Punjab SDGs Unit. Some methodological tools may include:

- Desk Review: This would include a review of all relevant documentation including
 - PC-1 (original and revisions)
 - Project Document
 - Annual Workplans
 - Project Technical Committee meetings and their minutes
 - HR plan and staffing details
- Interviews and meetings with key stakeholders such as key government counterparts, UNDP
 Country Office team, representatives of civil society organizations, etc. These interviews may
 include KIIs, FGDs etc. and may revolve around the evaluation questions on relevance,
 effectiveness, efficiency and sustainability.
- Surveys questionnaires with stakeholders at the strategic and programmatic level including government and UNDP Country Office team.

The following phases may be adopted in the evaluation process:

Phase I: Desk Review and Inception Report

The consultant will conduct in-depth review of literature, including but not limited to, the UNDP Handbook on Planning, Monitoring, and Evaluating for Development Results, Project Document, Risk Logs, Annual Work Plans etc. to further refine the proposed evaluation questions along with methodologies for evaluating the contributions made at the programmatic Output and Outcome level.

⁴ http://web.undp.org/evaluation/guideline/documents/PDF/UNDP_Evaluation_Guidelines.pdf

The consultant will review the publications of the Unit and the capacity building trainings and workshops conducted by the Unit.

The inception report will synthesize the findings from the desk review, present evaluation design methodologies, present key evaluation questions and how they will be answered through the selected methods, include an impact evaluation plan (data collection, data analysis and reporting); and include the list of stakeholders to be interviewed.

Phase II: Data Collection, Analysis and Draft Evaluation Report

In this phase, the consultant will conduct in depth interviews, focus group discussion and KIIs as agreed in the evaluation methodology of the inception report. The IC will ensure that gender equality, women empowerment, leaving no one behind and other cross-cutting issues which may not be reflected in the output and outcome indicators in the RBM framework are adequately addressed throughout the draft evaluation report.

The consultant will share a draft evaluation report for review by the Punjab SDGs Unit and key stakeholders will review and share comments on the draft evaluation report.

Phase III: Final Report

The consultant will incorporate the input shared by the Unit and stakeholders to finalize the evaluation report.

Phase IV: Presentation on Evaluation Report

The consultant will deliver a presentation on the evaluation report to internal and external stakeholders to present findings and recommendations.

6. Evaluation Products (Deliverables)

Deliverables/Outputs	Estimated Duration to Complete	Target Due Dates	% of Payment	Review and Approvals Required
Inception report developed that includes detailed understanding of what is being evaluated and why, showing how each evaluation question will be answered by way of proposed methods, proposed sources of data and data collection procedure along with timelines.	15 days spread over 3 Weeks	Jan 2023	20%	Project Manager and ARR
Data Collection, Analysis and Draft Evaluation Report	20 days spread over 3 Weeks	Jan-Feb 2023	30%	Project Manager and ARR

Final Evaluation Report	10 days spread	Feb 2023	20%	Project Manager
	over 2 Weeks			and ARR
Report Presentation	5 days spread over 1 Week	Feb 2023	30%	Project Manager and ARR
Total	50 days spread	100%		
	over 3 months			

Duration of the Work: 50 working days (Spread over three months)

Duty Station: Lahore

7. Evaluation Composition and Required Competencies

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:

- v. Responsive/compliant/acceptable, and
- vi. Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation.

The following weigh-scales shall be used in evaluating the technical and financial bid:

- e. Technical Criteria weight: 70%
- f. Financial Criteria weight: 30%

Only candidates obtaining a minimum of 49 out of 70 points in their Technical Evaluation would be considered for the Financial Evaluation.

Evaluation Criteria	Weight	Max points
Qualifying Criteria		
The candidate should possess at least a Master's degree in social sciences,	Yes/No	
project management, economics, public administration, public policy or		
related field from a well-reputed university		
At least 10 years of project/program impact evaluation experience in the	Yes/No	
development and humanitarian sector.		
Technical Proposal		
Technical proposal presenting the methodology of the assignment as	40	
defined in the scope of work		
At least 10 years of development / humanitarian sector experience with	10	
substantive knowledge of the 2030 Agenda and its Implementation,		
including knowledge of its core principles of leaving no one behind, and		
human rights		
Extensive experience in applying evaluation techniques, and	10	
	10	
demonstrable experience in conducting evaluations of projects that focus		
on sustainable development, human development, MDGs and/or the		
2030 Agenda is required		

Demonstrated quantitative and qualitative data collection and analysis	10	
skills		
Financial Proposal	30	
Total Score	70+30 = 100	

8. Evaluation Ethics

Evaluation in UNDP will be conducted in accordance with the principles outlined in the UNEG, "Ethical Guidelines for Evaluation." Critical issues must be addressed by the IC in the design and implementation of the evaluation, including evaluation ethics and procedures to safeguard the rights and confidentiality of information providers must be upheld. For example: measures to ensure compliance with legal codes governing areas such as provision to collect and export data, particularly permissions needed to interview or obtain information about children and young people, provision to store and maintain security of collected information; and protocols to ensure anonymity and confidentiality, etc.

9. Implementation Arrangements

The consultant will report to the Project Manager, SDGs Support Unit and Assistant Resident Representative, Development Policy Unit, UNDP. Punjab SDGs Unit will provide technical, logistical and coordination support. All reports/documents/progress update will be submitted to the Project Manager, Punjab SDG Unit and UNDP, as per agreed timeframe against the deliverables.

10. Timeframe for the Evaluation Process

The evaluation will be undertaken over the period of three months starting from the date of signing of contract based on the following schedule. This will include 50 working days spread over 3 months, dividing across the deliverables elaborated in Section 6.

11. Scope of Price Proposal and Schedule of Payments

The consultant should provide a lump sum cost for deliverables.

12. Recommended Presentation of Offer

- e) Duly accomplished **Letter of Confirmation of Interest and Availability** using the template provided by UNDP;
- f) **Personal CV**, indicating all experience from similar projects, as well as the contact details (email and telephone number) and at least three professional references;
- g) **Brief description** of why the IC considers himself/herself as the most suitable candidate for the assignment, and a methodology, on how he/she will complete the assignment;
- h) **Financial Proposal** that indicates the all-inclusive fixed total contract price for the assignment including any licenses and/or database fees that will have to be paid.

13. Criteria for Selection of the Best Offer

Combined Scoring method – where the qualifications and methodology will be weighted a max. of 70%, and combined with the price offer which will be weighted a max of 30%.



INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS

G E N E R A L C O N D I T I O N S O F C O N T R A C T FOR THE SERVICES OF INDIVIDUAL CONTRACTORS

- 1. **LEGAL STATUS**: The Individual contractor shall have the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP), and shall not be regarded, for any purposes, as being either a "staff member" of UNDP, under the UN' Staff Regulations and Rules, or an "official" of UNDP, for purposes of the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between UNDP and the Individual contractor. The officials, representatives, employees or subcontractors of UNDP and of the Individual contractor, if any, shall not be considered in any respect as being the employees or agents of the other, and UNDP and the Individual contractor shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
- 2. STANDARDS OF CONDUCT: In General: The Individual contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions on the Contract regarding the Individual contractor's performance under the Contract, the Individual contractor shall promptly notify UNDP and shall provide all reasonable assistance required by UNDP. The Individual contractor shall not take any action in respect of its performance of the Contract or otherwise related to its obligations under the Contract that may adversely affect the interests of UNDP, and the Individual contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP. The Individual contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of UNDP. The Individual contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In the performance of the Contract the Individual contractor shall comply with the standards of conduct set in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission". The individual contractor must comply with all Security Directives issued by UNDP. Failure to comply with such security directives is grounds for termination of the Individual contractor for cause.

Prohibition of Sexual Exploitation and Abuse: In the performance of the Contract, the Individual contractor shall comply with the standards of conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse". In particular, the Individual contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

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

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

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

4. **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**: Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them ("Discloser") to the other ("Recipient") during the course of performance of the Contract, and that are designated as confidential ("Information"), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and the Recipient may otherwise use the Discloser's Information solely for the

purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the Discloser's prior written consent, as well as to the Recipient's employees, officials, representatives and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Contract. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual contractor may disclose Information to the extent required by law, provided that the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder. These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

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

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

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

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

UNDP unless provided by means of a valid written amendment to the Contract signed by the Individual contractor and an authorized official or appropriate contracting authority of UNDP.

- 7. **SUBCONTRACTORS**: In the event that the Individual contractor requires the services of subcontractors to perform any obligations under the Contract, the Individual contractor shall obtain the prior written approval of UNDP for any such subcontractors. UNDP may, in its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefore, and such rejection shall not entitle the Individual contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract. The Individual contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.
- 8. **USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS**: The Individual contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Individual contractor, in any manner whatsoever, use the name, emblem or official seal of UNDP, or any abbreviation of the name of UNDP, in connection with its business or otherwise without the written permission of UNDP.
- 9. **INDEMNIFICATION**: The Individual contractor shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to: (a) allegations or claims that the use by UNDP of any patented device, any copyrighted material or any other goods or services provided to UNDP for its use under the terms of the Contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or (b) any acts or omissions of the Individual contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.
- 10. **INSURANCE**: The Individual contractor shall pay UNDP promptly for all loss, destruction or damage to the property of UNDP caused by the Individual contractor, or of any subcontractor, or anyone directly or indirectly employed by them in the performance of the Contract. The Individual contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of its obligations under the Contract, as well as for arranging, at the Individual contractor 's sole expense, such life, health and other forms of insurance as the Individual contractor may consider to be appropriate to cover the period during which the Individual contractor provides services under the Contract. The Individual contractor acknowledges and agrees that none of the insurance arrangements the Individual contractor may make shall, in any way, be construed to limit the Individual contractor's liability arising under or relating to the Contract.
- 11. **ENCUMBRANCES AND LIENS**: The Individual contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Individual contractor or to

become due for any work donor or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Individual contractor.

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

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

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

13. **TERMINATION**: Either party may terminate the Contract, in whole or in part, upon giving written notice to the other party. The period of notice shall be five (5) days in the case of Contracts for a total period of less than two (2) months and fourteen (14) days in the case of contracts for a longer period. The initiation of conciliation or arbitral proceedings, as provided below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract. UNDP may, without prejudice to any other right or remedy available to it, terminate

the Contract forthwith in the event that: (a) the Individual contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the Individual contractor is granted a moratorium or a stay or is declared insolvent; the Individual contractor makes an assignment for the benefit of one or more of its creditors; (c) a Receiver is appointed on account of the insolvency of the Individual contractor; (d) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (e) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of its obligations under the Contract.

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

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

- 14. **NON-EXCLUSIVITY**: UNDP shall have no obligation respecting, and no limitations on, its right to obtain goods of the same kind, quality and quantity, or to obtain any services of the kind described in the Contract, from any other source at any time.
- 15. **TAXATION:** Article II, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.
- 16. **AUDITS AND INVESTIGATIONS**: Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of two

(2) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a refund from the Individual contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.

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

17. SETTLEMENT OF DISPUTES:

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

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

award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

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

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

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

Annex III

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 day**s from the date fixed for opening of

proposal in the invitation for proposal, and it shall remain binding upon us and may be accepted

at any time before the expiration of that period.

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

Dated: this ------2022

Signature

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

	Date
Un	ut Ostby, Resident Representative ited Nations Development Programme amabad
De	ar Sir:
l h	ereby 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)		fer shall remain valid omission deadline;	for a total pe	eriod of da	ys [<mark>minimum of</mark>	90 days] after
l)	brothe	r or sister) currently (employed wit	tive (mother, father, s th any UN agency or c lative, and the relation	office <i>[disclose th</i>	ne name of the
J)	If I am	selected for this assi	gnment, I sha	all [please check the ap	ppropriate box]:	
		Sign an Individual C	ontract with	UNDP;		
		UNDP a Reimbursak	ole Loan Agre	e of company/organizement (RLA), for and er for this purpose are	on my behalf. ⁻	•
K)	I hereb	engagement with a	submission, any Business I	I have no active Indiv		•
		Assignment	Contract Type	UNDP Business Un / Name of Institution/Compa	Contract	Contract Amount
		I am also anticipati entities for which I	•	n of the following wor red a proposal:	k from UNDP a	nd/or other
		Assignment	Contrac Type	Name of t 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 U international organization? YES NO If the answer is		•
	Name	Relationship	g information: Name of International Organization
			<u> </u>
P)	Do you have any objections to our ma	king enquiries of your p	resent employer?
Q)	Are you now, or have you ever been a per YES NO If answer is "y		your government's employ?
R)	REFERENCES: List three persons, not relaqualifications.	ated to you, who are fam	niliar with your character and
	Full Name	Email Address	Business or Occupation
S)	Have you been arrested, indicted, or sproceeding, or convicted, fined or impritraffic violations)? YES NO If "yes", give:	isoned for the violation	of any law (excluding minor
and ma Or	ertify that the statements made by me in a d correct to the best of my knowledge ar terial omission made on a Personal H ganization may result in the termination of hout notice.	nd belief. I understand the istory form or other d	nat any misrepresentation or ocument requested by the
	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 [pleas	e check all that applies]:
CV shall Records /Ex	nclude Education/Qualification, Processional Certification, Employment perience
Breakdowr	of Costs Supporting the Final All-Inclusive Price as per Template
Brief Descr	ption of Approach to Work (if required by the TOR)

BREAKDOWN OF COSTS⁵ 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 ⁶ 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 [list them as referred to in the TOR]	Percentage of Total Price (Weight for payment)	Amount
Deliverable 1		
Deliverable 2		
Deliverable 3		
Total	100%	PKR

⁵ The costs should only cover the requirements identified in the Terms of Reference (TOR)

⁶ 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:		
В.	Travel		
C.	Others (Please specify using the breakdown table provided above)		
	Total PKR		

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

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

Signature:	 Date:

STATEMENT OF HEALTH – INDIVIDUAL CONTRACTORS Name of Consultant/Individual Contractor: Resilient nations 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