



April 7, 2022

INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

Country:	Tajikistan
Program:	Building Climate Resilience in Agriculture and Water Sectors of Rural Tajikistan
Title:	Evaluator
Description of Assignment:	International Consultant to conduct Final Project Evaluation
Period of assignment/services:	25 working days within April – June 2022
Duty station:	Home-based with on trip of at least 5 days to project site – Ayni, Kuhistoni Mastchoh and Penjikent Districts of Zeravshan Valley, Sugd Region, Tajikistan
Type of Contract:	Individual Consultant (IC)
Application Deadline:	April 21, 2022

Application procedures

Interested candidates are strongly encouraged to apply online via website www.jobs.undp.org:

- In order to be considered in the long list of applicants please go to the Registration link, register your account and upload Personal CV or Resume (**Please do not upload your Financial Proposal in the system**). (If you already have a registered account, please use your login and password for further applying).
- Further, in the list of announced vacancies click on apply link beside the Vacancy post. You will be receiving a confirmation e-mail in short period to the address indicated in your account.
- Important! Additional documents should be sent to e-mail address ic.tj@undp.org, for proper evaluation prior to the deadline:
 - Offeror's letter to UNDP confirming interest and availability
 - stating your interest and qualifications for the advertised position
 - provide a brief methodology on how the consultant will approach and conduct the work
 - Breakdown of costs supporting the all-inclusive financial proposal
 - Personal CV including past experience in similar projects and at least 3 references

Please note that incomplete applications will not be further considered. Please make sure you have provided all requested materials

Candidates should submit the above-mentioned documents by **April 21, 2022** via e-mail to ic.tj@undp.org
Title of assignment should be written in the subject line of the email.

Any request for clarification must be sent in writing, or by standard electronic communication to the address or email indicated above. UNDP Tajikistan will respond in writing or by standard electronic mail and will send written copies of the response, including an explanation of the query without identifying the source of inquiry, to all consultants.

INTRODUCTION

The UNDP Country Office in Tajikistan, together with Committee for Environmental Protection under the Government of the Republic of Tajikistan implemented the project titled “Building Climate Resilience in Agriculture and Water Sectors of Rural Tajikistan” funded by the Government of Russian Federation. The project “Building Climate Resilience in Agriculture and Water Sectors of Rural Tajikistan” (BCRAW) was designed to build climate resilience in rural areas of Tajikistan by scaling up successful adaptation practices and technologies in agriculture and water sectors at the community-based level and facilitating access to new and existing funding opportunities. Other objectives of the project include (i) support integration of best-tested technologies and practices on climate adaptation in rural mountainous areas; (ii) building capacity of the local population and generating new knowledge on climate-resilient pathways; (iii) facilitating access to funding opportunities through existing “green” credit programs at the community-based level and new investment packages, and (iv) feed-in national climate and sector-based policy by informing about successful cases emerged from the bottom-up approach of the project. The project is in line with the priorities of the National Development Strategy until 2030 and corresponds to the Government’s commitments on Paris Agreement on Climate Change and SDG 13 in particular.

Launched in July 2019 the project is ending in June 2022, thus the project needs to evaluate the impact of the interventions towards the set results and targets.

SCOPE OF WORK

Purpose and objectives:

The overall purpose of the final project evaluation is to assess the programmatic progress towards the stated outcome by measuring to what extent has the project interventions achieved the intended outputs as well as capturing lessons learned, challenges and best practices obtained during implementation period.

The evaluation shall effectively capture lessons learnt and provide information on the nature, extent and where possible, the potential impact and sustainability of BCRAW project. The evaluation shall assess the project design, scope, implementation status and the capacity to achieve the project objectives. It shall collate and analyze lessons learnt, challenges faced, and best practices obtained during implementation.

Specific Tasks and Responsibilities:

- Assess relevance of the project with regards to consistency, ownership, quality of the technical assistance, and complementarity of the project with other similar initiatives;
- Determine the extent to which the project design has been in line with the national priorities and UNDP policy/programmatic priorities;
- Determine the effectiveness of the project in achievement of results, highlighting reasons for achievement and non-achievement of results and factors contributing/hindering achievement of the results;
- Assess to which extent the project successfully achieved impact through reaching its anticipated outcomes and outputs, as stipulated in the Project Document and Project Results Framework;

- To determine how it contributed to the climate resilience and vulnerability reduction to climate change impact of agriculture and water sectors;
- Assess the sustainability of the project including participation of partners and other stakeholders in planning and implementation of interventions, as well as assessing the measures taken to ensure that activities initiated by the project will be completed and continued after the project's closure;
- Analyze the effectiveness of the partnerships established/maintained with the Government, UN Agencies, donors, local communities and other relevant stakeholders;
- Identify lessons learnt in the course of project implementation and provide recommendations as necessary;
- Provide recommendations and identify best practices that may be used in the future programming.

REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

Corporate Competencies

- Demonstrates integrity by modeling the UN's values and ethical standards;
- Promotes the vision, mission, and strategic goals of UN;
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability;
- Treats all people fairly without favoritism;

Functional Competencies

- Strong analytical skills.
- Strong networking and coordination skills and demonstrated ability to liaise and involve partners.
- Strong interpersonal skills with ability to work under pressure and to establish and maintain effective work relationships with people of different backgrounds.
- High sense of responsibility, attention to detail, willingness to take initiative, excellent communication skills.
- Knowledge and understanding of international and country-level DRM contexts.
- Similar experience in Tajikistan or Central Asia is an asset.

Academic Qualifications:

- Minimum advanced university degree (Master's degree or equivalent) in Development Studies, Natural Resources Management, Rural Development, Social Development, Economics, or related field that is relevant for natural resources management and climate change mitigation/adaptation in developing countries.

Professional experience.

- At least 5 years of experience in conducting projects/programme evaluation of similar thematic foci (i.e. climate change/resilience, disaster risk management) with UN agencies, international organizations and Government.

Knowledge of languages:

- Excellent knowledge of oral and written English.
- Knowledge of Russian is an asset.

DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

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

- Letter of Confirmation of Interest and Availability using the template provided by UNDP.

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

All application materials should be submitted by email at the following address ONLY: (ic.tj@undp.org) by (21 April 2022). Incomplete applications will be excluded from further consideration.

FINANCIAL PROPOSAL

- **Lump sum contracts**

The financial proposal shall specify a total lump sum amount with the breakdown of:

- 1) daily consultancy fee
- 2) travel* (air tickets/visa/transportation expenses)
- 3) living allowances*

** Regardless of purpose of travel, the prevailing price for an economy class tickets serving the most direct routes to be travelled shall apply for all ICs. In general, UNDP should not accept travel costs exceeding those of a full-fare economy class ticket. Individual Contractors wishing to upgrade their travel to business, or first class shall do so at their own expense.*

** ICs may allocate living allowances for them when an assignment requires travel and include such allowances in their financial proposals. Such living allowances may be lower or equal to UN DSA rates, but under no circumstance should they be higher than UN DSA rates. (UN DSA rate for Dushanbe - 164 USD, for Regional Centers – 65 USD and elsewhere - 45 USD, Khorog – 98, Darvaz (Karon Palace) – 111 USD)*

Travel

All envisaged travel costs must be included in the financial proposal. This includes all travel to join duty station/repatriation travel. In general, UNDP should not accept travel costs exceeding those of an economy class ticket. Should the IC wish to travel on a higher class he/she should do so using their own resources.

In the case of unforeseeable travel, payment of travel costs including tickets, lodging and terminal expenses should be agreed upon, between the respective business unit and Individual Consultant, prior to travel and will be reimbursed.

EVALUATION

Individual consultants will be evaluated based on the cumulative analysis methodology, by **Interview Process**. The award of the Contract shall be made to the individual consultant whose offer has been evaluated as responsive/compliant/acceptable and having received the highest score out of the below set weighted technical and financial criteria:

* Evaluation of Technical Proposal: Criteria weight – 70%;

* Evaluation of Financial Proposal: Criteria weight – 30%

Technical Proposal Evaluation		Points (weights)
1	Minimum advanced university degree (Master's degree or equivalent) in Development Studies, Natural Resources Management, Rural Development,	Max 10

Technical Proposal Evaluation		Points (weights)
	Social Development, Economics, or related field that is relevant for natural resources management and climate change mitigation/adaptation in developing countries;	
2	At least 5 years of experience in conducting projects/programme evaluation of similar thematic foci (i.e. climate change/resilience, disaster risk management) with UN agencies, international organizations and Government.	Max 25
3	Excellent knowledge of oral and written English. Knowledge of Russian and/or Persian is an asset.	Max 10
4	Technical proposal outlining the methodology and approaches to the assignment as per expected deliverables and Interview	Max 25
Total Technical		Max 70 points Min 49 points

Only candidates obtaining a minimum of 49 points for Technical Proposal would be considered for the Financial Evaluation.

ANNEXES:

- ANNEX 1. OFFEROR'S LETTER TO UNDP CONFIRMING INTEREST AND AVAILABILITY**
- ANNEX 2. BREAKDOWN OF COSTS**
- ANNEX 3. TERMS OF REFERENCES (TOR)**
- ANNEX 4. INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS**
- ANNEX 5. SAMPLE INDIVIDUAL CONTRACT**

Since UNDP Tajikistan currently has a majority of male employees, we strongly encourage qualified female applicants for this position. UNDP seeks to ensure that male and female employees are given equal career opportunities and that staff members are able to keep an appropriate balance between work and private life.

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 Resume or 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 : *[pls. 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 [*pls. 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

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- 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, pls. 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.

Full Name and Signature:

Date Signed :

Annexes [pls. check all that applies]:

- Resume or CV
- 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 COSTS

SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL

Having examined the Solicitation Documents, I, the undersigned, offer to provide all the services in the TOR for the sum of _____

This is a lump sum offer covering all associated costs for the required service (fee, meal, accommodation, travel, etc.).

a) Breakdown of Cost by Components in (pls. indicate the currency): _____

<i>Cost components</i>	<i>Unit cost</i>	<i>Quantity</i>	<i>Total rate for the Contract Duration</i>
I. Personnel Cost			
Professional fee			
Life insurance			
Medical insurance			
Other (pls. specify)			
TOTAL			
II. Duty Travel			
Travel to duty station (if required)			
Living allowance			
Others (pls. specify)			
TOTAL			

b) Breakdown of Cost by Deliverables*

<i>Deliverables [list them as referred to in the TOR]</i>	<i>Indicative time-frame (subject to revision)</i>	<i>Percentage of Total Price (Weight for payment)</i>	<i>Amount</i>
Deliverable 1			
Deliverable 2			
....			
Total		100%	

*Basis for payment tranches

Proposed by:

Signature:

Date:

TERMS OF REFERENCE

Organization:	United Nations Development Programme
Project name:	“Building Climate Resilience in Agriculture and Water Sectors of Rural Tajikistan” funded by the Russian Trust Fund for Development
Post Title:	International Consultant to conduct Final Project Evaluation
Period of assignment/services:	25 w/days during the period of April – June 2022
Duty station:	Home-based (with one trip of at least 5 days to project site)
Type of appointment:	Individual Contract (International Consultancy)

I. PROJECT BACKGROUND

Tajikistan is a small landlocked country in the heart of Central Asia, bordered by Afghanistan, China, the Kyrgyz Republic, and Uzbekistan. Roughly one-tenth of its 7 million total population lives in Dushanbe, the capital city. The country has abundant water resources, contributing to its specialization in cotton production and a considerable hydropower generation potential. Only 7 percent of its total land area of 143,000 square kilometers is arable. High mountain ranges across its territory make communication between different parts of the country difficult, especially in winter. Tajikistan is highly susceptible to natural disasters, and is regularly affected by floods, landslides, and droughts. Up to 40 percent of the country’s national workforce is employed abroad (mostly in Russia) and sends home remittances equal to more than one-third of its gross domestic product. However, with global financial crisis and economic downfall in Russia associated with sanctions the remittance incomes are already adversely affected. Preliminary forecasts from IMF and the World Bank suggest that remittance income will fall by more than the 31% fall in remittance income. Lastly, low agricultural productivity and rudimentary safety nets still leave those below the poverty line vulnerable to shocks and stresses, including women who have experienced lowered rates of poverty reduction than men. The above factors combine to make Tajikistan one of the poorest and most vulnerable economies in the world.

Tajikistan is unfortunate to be the most vulnerable to climate change in Central Asia and Eastern Europe. The Third National Communication of the Republic of Tajikistan to the UNFCCC¹ indicates that expected changes to climate-related hazards include an increase in the amount of rainfall and decreased snowfall by 2100. Tajikistan is likely to experience considerable additional economic losses, humanitarian stresses and environmental degradation as a result of current climate

¹ The Third National Communication of the Republic of Tajikistan under the United Nations Framework Convention on Climate Change, 2014. http://unfccc.int/resource/docs/natc/tjknc3_eng.pdf

variability and future climate change impacts. The direct future climate change impacts likely to adversely affect Tajikistan include an increase in:

- i) mean annual air temperature by 2.3°C by 2030²;
- ii) evapotranspiration rates;
- iii) the variability of rainfall patterns, with average rainfall likely to increase by 8% in the territories up to 2500m above sea level by 2030 and decrease in the mountainous areas by 3% by 2030;
- iv) the intensity and frequency of climate-related disasters, including floods, mudslides, landslides, droughts and avalanches;
- v) the intensity and frequency of extreme weather events, including heatwaves, dust storms, haze, strong winds and episodes of heavy rainfall.

Tajikistan is already characterised by significant inter-annual variability in climatic parameters. Due to the mountainous nature of the country, the climate is characterised by a wide range of temperature, humidity and rainfall. Annual mean temperature varies considerably depending on the elevation of the area in question. For example, the annual mean temperature varies from 17°C in the south to -6°C in the Pamirs. The Eastern Pamir in particular is known for its drastic variations in climate. The absolute minimum temperature in this mountain range reaches -63°C whilst the maximum temperatures reach 47°C, which shows a temperature range of over 100°C³. Similarly, annual rainfall varies considerably across Tajikistan. Annual rainfall in the lowland hot deserts of northern Tajikistan and the cold mountain deserts of eastern Tajikistan average approximately 70-160 mm, compared with 1 800 mm in central Tajikistan.

The project “Building Climate Resilience in Agriculture and Water Sectors of Rural Tajikistan” (BCRAW) is funded by the Government of the Russian Federation through Russian Trust Fund for Development and was designed to build climate resilience in rural areas of Tajikistan by scaling up successful adaptation practices and technologies in agriculture and water sectors at the community-based level and facilitating access to new and existing funding opportunities. Other objectives of the project include (i) support integration of best-tested technologies and practices on climate adaptation in rural mountainous areas; (ii) building capacity of the local population and generating new knowledge on climate-resilient pathways; (iii) facilitating access to funding opportunities through existing “green” credit programs at the community-based level and new investment packages, and (iv) feed-in national climate and sector-based policy by informing about successful cases emerged from the bottom-up approach of the project.

The project is in line with the priorities of the National Development Strategy until 2030 and corresponds to the Government’s commitments on Paris Agreement on Climate Change and SDG 13 in particular.

Project Summary

Project title:	Building Climate Resilience in Agriculture and Water sectors of Rural Tajikistan
Project budget:	\$ 851,179.00

² The Second National Communication of the Republic of Tajikistan under the United Nations Framework Convention on Climate Change, 2008 <http://unfccc.int/resource/docs/natc/tainc2.pdf>

³ The Second National Communication of the Republic of Tajikistan under the United Nations Framework Convention on Climate Change, 2008 <http://unfccc.int/resource/docs/natc/tainc2.pdf>

Project expenditures as of March 2022	\$ 694,938.00 (82%)
Project start and end date:	July 2019 – 30 June 2022 (the initial project end date was 03 March 2022; the project received one no-cost extension until 30 June 2022)
Partner (s):	Committee for Environmental Protection under the Government of the Republic of Tajikistan (CoEP)
Geographic location:	<ul style="list-style-type: none"> • Ayni District: villages Dargh and Madm, Urmetan, Veshkand. • Kuhistoni Mastchoh District: villages Istohon, Madrushkat, Paldorak, Rogh, Vodif. • Penjikent District: villages Amondara, Mindona and Yori.
Project beneficiaries:	Farmers - residents of target villages
Estimated results:	<p>The overall target of the project is to minimize the level of vulnerability to climate change for at least 30,000 of people directly and 200,000 of the population indirectly by supporting the scale-up of best climate adaptation practices in rural areas of Tajikistan. It is expected that out of total direct and indirect beneficiaries, 50% will be women.</p> <p>1.1.Level of vulnerability to climate change minimized for at least 30,000 of people directly, with 50% out of them being women.</p> <p>1.2.20% of water is saved in the project area by integrating climate-smart irrigation practices.</p> <p>1.3.50% of project beneficiaries report increase in agricultural productivity by 15%, which is resulted from climate-resilient measures.</p> <p>1.4.50 of project beneficiaries got access to new funding opportunities through existing investment programs at the community-based level.</p>
Main activities:	<ul style="list-style-type: none"> - Activity 1.1: Up-scale best practices and technologies on climate adaptation in agriculture and water sectors. - Activity 1.2. Build capacity, generate and disseminate new knowledge on climate-resilient solutions. - Activity 1.3: Support rural climate actions through other lending instruments. - Activity 1.4: Inform national climate policy about project results.
SDGs supported by the project:	13

II. SCOPE, PURPOSE AND OBJECTIVES

Purpose and objectives

The overall purpose of the final project evaluation is to assess the programmatic progress towards the stated outcome by measuring to what extent has the project interventions achieved the intended outputs as well as capturing lessons learned, challenges and best practices obtained during implementation period.

The evaluation shall effectively capture lessons learnt and provide information on the nature, extent and where possible, the potential impact and sustainability of BCRAW project. The evaluation shall assess the project design, scope, implementation status and the capacity to achieve the project objectives. It shall collate and analyze lessons learnt, challenges faced, and best practices obtained during implementation.

The specific objectives of the Final Project Evaluation include:

- Assess relevance of the project with regards to consistency, ownership, quality of the technical assistance, and complementarity of the project with other similar initiatives;
- Determine the extent to which the project design has been in line with the national priorities and UNDP policy/programmatic priorities;
- Determine the effectiveness of the project in achievement of results, highlighting reasons for achievement and non-achievement of results and factors contributing/hindering achievement of the results;
- Assess to which extent the project successfully achieved impact through reaching its anticipated outcomes and outputs, as stipulated in the Project Document and Project Results Framework;
- To determine how it contributed to the climate resilience and vulnerability reduction to climate change impact of agriculture and water sectors;
- Assess the sustainability of the project including participation of partners and other stakeholders in planning and implementation of interventions, as well as assessing the measures taken to ensure that activities initiated by the project will be completed and continued after the project's closure;
- Analyze the effectiveness of the partnerships established/maintained with the Government, UN Agencies, donors, local communities and other relevant stakeholders;
- Identify lessons learnt in the course of project implementation and provide recommendations as necessary;
- Provide recommendations and identify best practices that may be used in the future programming.

The evaluation including its recommendations will be used by UNDP to inform future programming and direction.

Evaluation questions

The questions should cover the following key areas of evaluation criteria:

Relevance

- Assess to what extent the project was in line with national disaster risk reduction and response preparedness priorities, UNDAF, UNDP CPD and SDGs;
- Assess to what extent does the project contribute to the theory of change for the relevant country programme outcome?
- Assess to what extent the project's overall interventions addressed the needs of the beneficiary government agencies and local communities;
- Assess to what extent the project contributed to gender equality, the empowerment of women and the human rights-based approach?
- Assess the relevance and impact of technical assistance provided within the framework of the project;
- Assess how relevant was the project with regards to context, consistency, ownership, quality of the technical assistance, and complementarity of the project with other relevant initiatives.

Effectiveness

- Review and analyze the achievement of projects' results against set targets. Were the project's objectives and outputs clear and feasible within its frame?
- Assess the performance of the Project with reference to qualitative and quantitative achievements of outputs and targets as defined in the Project documents and work plans and with reference to the Project baseline.
- Assess the areas in which the project has the fewest and the greatest achievements. Why and what were the supporting factors? How can the project build on or expand these achievements?
- Analyze the underlying factors within and beyond UNDP's control that affect the Project (including analysis of the strength, weaknesses, opportunities and threats affecting the achievement of the Project).
- Assess the extent to which the project partners have been involved in project implementation. What has been the contribution of partners and other organizations to the outcome, and how effective have UNDP partnerships been in contributing to achieving the outcome.

Efficiency

- Assess to what extent was the project management structure as outlined in the project document efficient in generating the expected results;
- Assess to what extent was the project implementation strategy and execution efficient and cost-effective;
- Assess whether the Project has utilized Project funding as per the agreed work plan to achieve the projected targets.
- Analyze the role of the Project Steering Committee (PSC) and whether this forum has been optimally used for decision making;
- Assess the timeline and quality of the reporting followed by the Project;
- Assess the qualitative and quantitative aspects of management and other inputs (such as equipment, monitoring and review and other technical assistance and budgetary inputs) provided by the project vis-à-vis achievement of outputs and targets;
- Assess to what extent were project funds and activities delivered in a timely manner;
- Assess the M&E system utilized by the project and its effectiveness and efficiency in project management;
- Identify factors and constraints, which have affected Project implementation including technical, managerial, organizational, institutional and socio-economic policy issues in addition to other external factors unforeseen during the Project design.

Sustainability and Impact

- Assess social, political and financial risks that may jeopardize the sustainability of project outputs;
- Assess preliminary indications of the degree to which the Project results are likely to be sustainable beyond the Project's lifetime (both at the community and national level) and provide recommendations for strengthening sustainability;
- Assess level of stakeholders' ownership and to what extent it will be sufficient to allow for the project benefits to be sustained;
- Assess the sustainability of the Project interventions in terms of their effect on environment;
- Analyze the emerging impact on the communities for both men and women in terms of food security, income and asset enhancement;
- Assess to what extent the project interventions contributed to economic/livelihood empowerment of the community level beneficiaries, especially vulnerable women, migrant families, etc.

Partnership

- How the partnerships affected the project achievement, and how might this be built upon in the future?
- Have the ways of working with the partner and the support to the partner been effective and did they contribute to the project's achievements?
- How does partnership with municipality government and target communities work? Does it create synergies or difficulties? What type of partnership building mechanism is necessary for future partnership?
- How the partnership with the local government (municipality) deviates from the bidding process? What kind of systems were developed for mutual accountability between partners, user groups and UNDP and how well did they work?

Gender equality and Social Inclusion

- To what extent have issues of gender and marginalized groups been addressed in the design, implementation and monitoring of the project?
- To what extent the project approach was effective in promoting gender equality and social inclusion - particularly focusing on the marginalized and the poor through construction of community infrastructure and livelihood recovery interventions?
- To what extent has the project promoted positive changes of women, differently-abled people and marginalised groups? Were there any unintended effects?

Lessons learnt/Knowledge Management

- Analyze areas for improvement for programming, especially with respect to project design, relevance, and capacity of institutions for project decision making and delivery.
- Identify significant lessons or conclusions which can be drawn from the Project in terms of effectiveness, efficiency, sustainability, and networking. Special attention may be given to the security situation and the coping strategies developed by the project to maintain work momentum.

Scope of work and Expected Output

The expected output for the consultant's assignment is to provide a holistic, impartial and credible review of the achievements of the project outputs as a result of implementation of project activities. To achieve the stated objective, the consultant(s) will have the following responsibilities:

Inception Phase

1. Conduct a comprehensive desk review of the project documentation after an initial briefing by the project team.
2. Draft an Inception Report, including evaluation questionnaire, proposed methodology, and work plan with agreed deliverables and timeframes.
3. Provide a Final Inception Report, which incorporates feedback received from UNDP and national partner.

Data Collection and Analysis

1. Carry out interviews with UNDP management and relevant staff, donors, beneficiaries and other relevant organizations.
2. Conduct an analysis that is gender-sensitive, covering the following topics:
 - a) Assess the project's progress towards attaining its objectives, envisaged outcomes and recommend measures for improvement, if needed.
 - b) Assess the targeting of project activities, including equal participation by men and women, as well as various categories of staff.
 - c) Determine the effectiveness of the project in achievement of results, highlighting reasons for achievement and non-achievement of results and factors contributing/hindering achievement of the results.
 - d) Evaluate the overall impact of the project and its contribution to the national strategic documents;
 - e) Evaluate the efficiency of project implementation for which the consultant shall assess amongst others the following aspects: performance of the project in terms of timeliness, quantity and cost effectiveness of the activities undertaken including procurement of experts/facilitators, equipment, training programmes, etc.
 - f) Review the responsibilities of project stakeholders, clarity of the roles and the level of coordination between the project team and stakeholders.
 - g) Identify and analyze the challenges and constraints, which confronted the project during the reviewed implementation period.
 - h) Evaluate the project's risk management and any mitigation measures taken by the project team.
 - i) Assess the prospects of the sustainability of the project outcomes with a specific focus on national and institutional capacity and ownership and recommend measures for its further improvement.
 - j) Review the Results and Resources Framework for assessment of the project's monitoring and evaluation of project performance.
 - k) Derive lessons learned across the focus areas for the analysis and identify areas for improvement for the remaining project activities; and
 - l) Provide recommendations and identify best practices that may be used in the future programming.

Report writing

- Develop and present the first draft of the Evaluation Report with concrete, feasible and time-bound findings, conclusions and recommendations.

- Convene a debriefing meeting with UNDP on the preliminary findings, conclusions, main recommendations and lessons learned; and
- Finalize the Evaluation Report based on the feedback received at the debriefing meeting and, if needed, present the final report at a project Board meeting

EVALUATION METHODOLOGY SUGGESTED

The proposed evaluation methodology employs a results-oriented approach and integrates cross-cutting issues (human rights, gender equality, environment etc.) into the evaluation.

The evaluation will be based on the findings and factual statements identified from the review of relevant documents including the project document, annual progress reports, annual workplans, monitoring reports, minutes of project board meetings etc. These will be shared with the consultant at the beginning of the assignment.

The key elements of the methodology to be used by the evaluation team will consist of (but not limited to) the following:

- Documentation/desk review.
- Interviews with key partners and stakeholders.
- Questionnaires.
- Participatory techniques, SWOT analysis and other approaches for gathering and analysis of data.

Evaluation team composition

The evaluation will be conducted online (using zoom, Microsoft teams, email skype and/or other phone interviews and email communication with at least 1 visit to the project sites.

Documents to be reviewed:

Some of the background documents to be reviewed as part of the outcome evaluation are as follows:

- United Nations Development Assistance Framework (2016-2021);
- Country Programme Document (CPD) 2016-2021 along with the Theory of Change of the relevant outcome;
- Project Document “Building Climate Resilience in Agriculture and Water Sectors of Rural Tajikistan”;
- Annual Progress Reports for the entire project period;
- Monitoring and Evaluation tools (monitoring reports, minutes of the Project Steering Committee meetings etc.).
- Publications and social media resources, as relevant.

EXPECTED OUTPUTS AND DELIVERABLES

The consultant is expected to provide the following key deliverables within the period of his/her assignment:

Evaluation products (deliverables)

- 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 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
- 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 UNDP management/stakeholders if necessary;
- Evaluation brief and/or other knowledge products if produced

It is expected that draft report will be submitted to the UNDP in two working weeks after interviewing all stakeholders and the final report with all comments and recommendations incorporated submitted to UNDP for final endorsement not later than in two working weeks after receipt of consolidated formal feedback with comments to a draft from the UNDP (in the form of audit trail).

The draft Report and Final Reports: The Report should be logically structured, contain evidence-based findings, conclusions, lessons, and reasonable number of recommendations, and should be free of information that is not relevant to the overall analysis. The Report should respond in detail to the key focus areas described above.

Presentation: For presenting and discussing the draft final report interactively, the consultants will facilitate a concluding workshop for the Project stakeholders.

III. PLANNED ACTIVITIES

#	<i>Deliverable</i>	<i>Approx. Timeframe</i>	<i>Approx. Days</i>
1.	Desk review of the contextual and project-related documents	May 2022	4 days
	Provision of the inception report, comprising of the evaluation methodology, questionnaires and evaluation approach		
2.	Distance/virtual meeting with project stakeholders	May 2022	2 days
	Visit to project site and meeting with direct beneficiaries	May 2022	5 days
3.	First draft of the Project Evaluation report submitted and accepted by UNDP.	June 2022	10 days
4.	Feedback on the draft evaluation report incorporated	June 2022	2 days

5.	Final Project Evaluation report with recommendations in a form and substance satisfactory to UNDP, submitted within 2 weeks after the receipt of final comments from UNDP. The presentation of key Project Evaluation findings prepared and presented at the Final Project Workshop meeting	June 2022	2 days
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IV. EXPECTED DELIVERABLES

1	Provision of inception report, comprising of the evaluation methodology, questionnaires, and evaluation approach	10 May 2022	20%
2	Draft Evaluation Report submitted and accepted by UNDP.	10 June 2022	40%
3	Final Evaluation Report submitted within 2 weeks after the receipt of final comments from UNDP. Report reviewed and accepted by UNDP and	15 June 2022	40%

V. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

Academic Qualifications:

- At least Master's degree in Development Studies, Environmental Sciences, Public Policy, International Relations, Economics or other relevant field.

Years of Experience:

- At least 5 years of experience in conducting projects/programme evaluation of similar thematic foci (i.e. climate change/resilience, disaster risk management) with UN agencies, international organizations and Government.

Functional Competencies:

- Strong analytical skills.
- Strong networking and coordination skills and demonstrated ability to liaise and involve partners.
- Strong interpersonal skills with ability to work under pressure and to establish and maintain effective work relationships with people of different backgrounds.
- High sense of responsibility, attention to detail, willingness to take initiative, excellent communication skills.
- Knowledge and understanding of international and country-level DRM contexts.

- Similar experience in Tajikistan or Central Asia is an asset.

Language:

- Written and verbal fluency of English language.
- Knowledge of Russian is an asset.

Corporate Competencies:

- Affinity with the mandate and role of the United Nations.
- Displays cultural, gender, religion, race, nationality, and age sensitivity and adaptability.
- Treats all people fairly without favoritism.

VI. PAYMENT

Payments are in lump sums, and done upon provision of the output, i.e. upon delivery of the services specified in the TOR that contributed to the overall project deliverables as stated above under “Expected Deliverables”.

- 20% - Upon successful completion of Deliverable 1
- 40% - Upon successful completion of Deliverable 2
- 40% - Upon successful completion of Deliverable 3

VII. EVALUATION ETHICS

The evaluation must be carried out in accordance with the principles outlined in the UNEG ‘Ethical Guidelines for Evaluation’ and they must sign the Ethical Code of Conduct for UNDP Evaluations. Evaluators must be free and clear of perceived conflicts of interest. To this end, interested consultants will not be considered if they were directly and substantively involved, as an employee or consultant, in the formulation of UNDP strategies and programming relating to the outcomes and programmes under review.

VIII. INSTITUTIONAL ARRANGEMENTS

The Consultant will be working under the overall supervision of UNDP Deputy Resident Representative and direct supervision of UNDP CO Team Leader on Climate Change, DRR, Energy and Environment as well as in close consultation with the Project Manager, national stakeholders and other relevant counterparts.

While UNDP will provide some logistical support during the evaluation, for instance assisting in setting up interviews with senior government officials, it will be the responsibility of the evaluator to logistically and financially arrange his/her travel to and from relevant project sites and to arrange most interviews. Contact details will be provided by UNDP staff upon request. Planned travels and associated costs should be included in the financial proposal and included in the Inception Report and agreed with UNDP.

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 Contract 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 a Contract by UNDP thereto, unless any such undertakings, licences or other forms of Contract are the subject of a valid written undertaking by UNDP. No modification or change in the Contract shall be valid and enforceable against UNDP unless provided by means of a valid written amendment to the Contract signed by the Individual contractor and an authorized official or appropriate contracting authority of UNDP.

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

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

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

10. INSURANCE: The Individual contractor shall pay UNDP promptly for all loss, destruction or damage to the property of UNDP caused by the Individual contractor, or of any subcontractor, or anyone directly or indirectly employed by them in the performance of the Contract. The Individual contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of its obligations under the Contract, as well as for arranging, at the Individual contractor's sole expense, such life, health and other forms of insurance as the Individual contractor may consider to be appropriate to cover the period during which the Individual contractor provides services under the Contract. The Individual contractor acknowledges and agrees that none of the insurance arrangements the Individual contractor may make shall, in any way, be construed to limit the Individual contractor's liability arising under or relating to the Contract.

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

12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS: In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with

its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract.

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

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

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

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

In the event of any termination of the Contract, UNDP shall only be liable to pay the Individual contractor compensation on a pro rata basis for no more than the actual amount of work performed to the satisfaction of UNDP in accordance

with the requirements of the Contract. Additional costs incurred by UNDP resulting from the termination of the Contract by the Individual contractor may be withheld from any amount otherwise due to the Individual contractor from UNDP..

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

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

16. AUDITS AND INVESTIGATIONS:

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

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

17. SETTLEMENT OF DISPUTES:

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

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

interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

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

UNITED NATIONS DEVELOPMENT PROGRAMME



Empowered lives.
Resilient nations.

Contract for the services of an Individual Contractor

No. IC/2021/

This Individual Contract is entered into on _____ between the United Nations Development Programme (hereinafter referred to as “UNDP”) and _____ (hereinafter referred to as “the Individual Contractor”) whose address is _____.

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

1. Nature of services

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

2. Duration

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

3. Consideration

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

DELIVERABLE	DUE DATE	AMOUNT IN USD

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

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

4. Rights and Obligations of the Individual contractor

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

- **The Individual Contractor is (not) required to submit a Statement of Good Health and confirmation of immunization.**

5. Beneficiary

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

Mailing address, email address and phone number of beneficiary: _____

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

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

By signing below, I, the Individual Contractor, acknowledge and agree that I have read and accept the terms of this Contract, including the General Conditions of Contracts for Individual contractors available on UNDP website at www.undp.org/procurement and attached hereto in Annex II which form an integral part of this Contract, and that I have read and understood, and agree to abide by the standards of conduct set forth in the Secretary-General's bulletins ST/SGB/2003/13 of 9 October 2003, entitled "Special Measures for Protection from Sexual Exploitation and Sexual Abuse" and ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Experts on Mission".

AUTHORIZING OFFICER:

INDIVIDUAL CONTRACTOR:

Signature _____

Signature _____

Date _____

Date _____