



Date: 04 September 2020

INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

Country:	Tajikistan
Description of the assignment:	International Consultant for the Mid-Term Review (MTR)
Period of assignment/services:	27 working days (17 home-based days, 8 days on mission, 2 travel days); Four months from 1st November 2020 to 28 February 2021
Duty station:	Homebased with one mission to Dushanbe, Tajikistan (if travel is permitted)
Travel:	Within the country-2 days travel Direction: Dushanbe – Murghab (GBO) – Dushanbe
Type of Contract	Individual Consultant (IC)
Application Deadline:	18 September, 2020

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**). (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 18 September, 2020 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.

1. INTRODUCTION

The territory of Tajikistan is 142 thousand km², out of which 93% is mountainous. The population of country is approximately 9.5 million, of which over 72% live in rural areas. The GDP per capita in Tajikistan was only USD 827 in 2018 and USD 3,314 using Purchasing Power Parity (PPP). Despite the robust GDP growth (5.4.6% in 2017 and 4.7% in 2017), still there are high rates of poverty (27.4% in 2018).

Power generation capacity of Tajikistan equals to 6,577 MW, including 5,858 MW of hydropower capacity, and 719 MW of coal-fired combined heat and power (CHP) plants. One of the features of the power sector of Tajikistan is that the electricity is being used for space heating especially in urban areas and forestless rural areas. Hydropower generation capacity is highly seasonal and in wintertime is insufficient to meet an estimated peak load of 3,500 MW because of low river flows during the period of peak demand. Therefore, lack of access to: (i) electricity, especially in winter; and (ii) finance, remain among the major barriers for private sector and rural development in Tajikistan.

Market development for alternative Green Energy solutions, the use of renewable energy (RE) sources for energy production (heat and electricity), as well as energy efficiency (EE) measures on the demand side, is urgently needed in Tajikistan to help improve security, access, affordability and environmental sustainability of rural energy use.

The objective of the project “Green Energy Small Medium Enterprises (SMEs) Development Project” (hereafter referred to as “GE project”) is to facilitate the transformation of Tajikistan’s energy sector, in particular the emergence of independent energy entrepreneurs, which can offer affordable and sustainable energy products and services to the rural population. The GE project is designed to scale up private investments in RE resources, with focus on solar energy. This objective is planned to be achieved through the implementation of four components of the GE project:

Component 1: Creation of Enabling policy and regulatory framework and capacity development for GE SMEs - to address policy and technology risks faced by GE SMEs in Tajikistan. The GE project will strengthen the policy and regulatory framework for the sustainable energy products and services market.

Component 2: Providing Access to finance for GE SMEs and/or energy service users – to facilitate access to affordable finance for households, SMEs and other end-users wishing to invest in EE/RE products and/or services. TA will be provided to partner Micro-finance Institutes (MFIs) and other local finance organizations to develop and promote standard loan products. GEF investment support will be provided in the form of an interest rate subsidy.

Component 3: Development of business models for GE SMEs consists. This component focuses on the supply chain to develop and improve GE products and services, and bring them to the market, including through the provision of targeted investment support to innovative and scalable business models for GE products/service delivery. It consists of two sub-components:

- **Sub-Component 3A:** Promoting solar energy development for off-grid communities, the cost of grid expansion to which is prohibitively expensive.
- **Sub-Component 3B:** Facilitating investment in solar water heating (SWH) by tourism facilities and other SMEs.

Component 4: Knowledge Management and Monitoring and Evaluation (M&E) - will include collection, analysis and sharing information about GE costs and benefits, as well as by monitoring and evaluating project results (including GHG emission reductions), documenting and disseminating best practices and lessons learnt.

Country assessment on GE and SME Development) has been conducted, main findings of which were used

for the development of the detailed work plan under Component 2. Within the scope of the assessment: (i) policy and regulatory frameworks were analyzed and recommendations for their improvements provided; (ii) market demand in GE products assessed; (iii) Database on service users and service providers of GE technologies: solar collectors; solar PV panels; invertors; EE pumps; EE solid fuel boilers; LED (light-emitting diode), created.

One of the priorities of the Ministry of Energy and Water Resources (MoEWR) of Tajikistan, the main Partner of the GE project, is to provide electricity supply to the off-grid settlements in Murghab district of the autonomous province of Gorno-Badakhshan (abbreviated as GBAO), which is one of the most difficult living areas in the country. Due to strategic importance of this area, the government has to create comfortable living conditions for the people there. Therefore, the MoEWR asked UNDP to implement solar PV projects in Murghab, GBAO with a total capacity of 300 kW. Upon UNDP approval, this project became the main activity under the Component 3A. As a first step, Feasibility study for the Alichur (a village in the Murghab district) solar project has been carried out.

Component 3b considers engagement of MFIs for financing of GE projects. UNDP has conducted the capacity needs assessment of MFIs and developed and based on its findings developed a ToR for participating MFIs.

2. SCOPE OF WORK

The MTR team will assess the following four categories of project progress. See the *Guidance For Conducting Midterm Reviews of UNDP-Supported, GEF-Financed Projects* for extended descriptions.

i. Project Strategy

Project design:

- Review the problem addressed by the project and the underlying assumptions. Review the effect of any incorrect assumptions or changes to the context to achieving the project results as outlined in the Project Document.
- Review the relevance of the project strategy and assess whether it provides the most effective route towards expected/intended results. Were lessons from other relevant projects properly incorporated into the project design?
- Review how the project addresses country priorities. Review country ownership. Was the project concept in line with the national sector development priorities and plans of the country (or of participating countries in the case of multi-country projects)?
- Review decision-making processes: were perspectives of those who would be affected by project decisions, those who could affect the outcomes, and those who could contribute information or other resources to the process, taken into account during project design processes?
- Review the extent to which relevant gender issues were raised in the project design. See Annex 9 of *Guidance For Conducting Midterm Reviews of UNDP-Supported, GEF-Financed Projects* for further guidelines.
 - Were relevant gender issues (e.g. the impact of the project on gender equality in the programme country, involvement of women's groups, engaging women in project activities) raised in the Project Document?
- If there are major areas of concern, recommend areas for improvement.

Results Framework/Logframe:

- Undertake a critical analysis of the project's logframe indicators and targets, assess how "SMART" the midterm and end-of-project targets are (Specific, Measurable, Attainable, Relevant, Time-bound), and suggest specific amendments/revisions to the targets and indicators as necessary.
- Are the project's objectives and outcomes or components clear, practical, and feasible within its time frame?

- Examine if progress so far has led to, or could in the future catalyse beneficial development effects (i.e. income generation, gender equality and women’s empowerment, improved governance etc...) that should be included in the project results framework and monitored on an annual basis.
- Ensure broader development and gender aspects of the project are being monitored effectively. Develop and recommend SMART ‘development’ indicators, including sex-disaggregated indicators and indicators that capture development benefits.

ii. Progress Towards Results

Progress Towards Outcomes Analysis:

- Review the logframe indicators against progress made towards the end-of-project targets using the Progress Towards Results Matrix and following the *Guidance For Conducting Midterm Reviews of UNDP-Supported, GEF-Financed Projects*; colour code progress in a “traffic light system” based on the level of progress achieved; assign a rating on progress for each outcome; make recommendations from the areas marked as “Not on target to be achieved” (red).

Table. Progress Towards Results Matrix (Achievement of outcomes against End-of-project Targets)

Project Strategy	Indicator ¹	Base line Level ²	Level in 1 st PIR (self-reported)	Midterm Target ³	End-of-project Target	Midterm Level & Assessment ⁴	Achievement Rating ⁵	Justification for Rating
Objective:	Indicator (if applicable):							
Outcome 1:	Indicator 1:							
	Indicator 2:							
Outcome 2:	Indicator 3:							
	Indicator 4:							
	Etc.							
Etc.								

Indicator Assessment Key

Green= Achieved	Yellow= On target to be achieved	Red= Not on target to be achieved
-----------------	----------------------------------	-----------------------------------

In addition to the progress towards outcomes analysis:

- Compare and analyse the GEF Tracking Tool/Core Indicators at the Baseline with the one completed right before the Midterm Review.
- Identify remaining barriers to achieving the project objective in the remainder of the project.
- By reviewing the aspects of the project that have already been successful, identify ways in which the project can further expand these benefits.

iii. Project Implementation and Adaptive Management

¹ Populate with data from the Logframe and scorecards

² Populate with data from the Project Document

³ If available

⁴ Color code this column only

⁵ Use the 6 point Progress Towards Results Rating Scale: HS, S, MS, MU, U, HU

Management Arrangements:

- Review overall effectiveness of project management as outlined in the Project Document. Have changes been made and are they effective? Are responsibilities and reporting lines clear? Is decision-making transparent and undertaken in a timely manner? Recommend areas for improvement.
- Review the quality of execution of the Executing Agency/Implementing Partner(s) and recommend areas for improvement.
- Review the quality of support provided by the GEF Partner Agency (UNDP) and recommend areas for improvement.
- Do the Executing Agency/Implementing Partner and/or UNDP and other partners have the capacity to deliver benefits to or involve women? If yes, how?
- What is the gender balance of project staff? What steps have been taken to ensure gender balance in project staff?
- What is the gender balance of the Project Board? What steps have been taken to ensure gender balance in the Project Board?

Work Planning:

- Review any delays in project start-up and implementation, identify the causes and examine if they have been resolved.
- Are work-planning processes results-based? If not, suggest ways to re-orientate work planning to focus on results?
- Examine the use of the project’s results framework/ logframe as a management tool and review any changes made to it since project start.

Finance and co-finance:

- Consider the financial management of the project, with specific reference to the cost-effectiveness of interventions.
- Review the changes to fund allocations as a result of budget revisions and assess the appropriateness and relevance of such revisions.
- Does the project have the appropriate financial controls, including reporting and planning, that allow management to make informed decisions regarding the budget and allow for timely flow of funds?
- Informed by the co-financing monitoring table to be filled out by the Commissioning Unit and project team, provide commentary on co-financing: is co-financing being used strategically to help the objectives of the project? Is the Project Team meeting with all co-financing partners regularly in order to align financing priorities and annual work plans?

Sources of Co-financing	Name of Co-financer	Type of Co-financing	Co-financing amount confirmed at CEO Endorsement (US\$)	Actual Amount Contributed at stage of Midterm Review (US\$)	Actual % of Expected Amount
		TOTAL			

- Include the separate GEF Co-Financing template (filled out by the Commissioning Unit and project team) which categorizes each co-financing amount as ‘investment mobilized’ or ‘recurrent expenditures’. (This template will be annexed as a separate file.)

Project-level Monitoring and Evaluation Systems:

- Review the monitoring tools currently being used: Do they provide the necessary information? Do they involve key partners? Are they aligned or mainstreamed with national systems? Do they use existing information? Are they efficient? Are they cost-effective? Are additional tools required? How could they be made more participatory and inclusive?
- Examine the financial management of the project monitoring and evaluation budget. Are sufficient resources being allocated to monitoring and evaluation? Are these resources being allocated effectively?
- Review the extent to which relevant gender issues were incorporated in monitoring systems. See Annex 9 of *Guidance For Conducting Midterm Reviews of UNDP-Supported, GEF-Financed Projects* for further guidelines.

Stakeholder Engagement:

- Project management: Has the project developed and leveraged the necessary and appropriate partnerships with direct and tangential stakeholders?
- Participation and country-driven processes: Do local and national government stakeholders support the objectives of the project? Do they continue to have an active role in project decision-making that supports efficient and effective project implementation?
- Participation and public awareness: To what extent has stakeholder involvement and public awareness contributed to the progress towards achievement of project objectives?
- How does the project engage women and girls? Is the project likely to have the same positive and/or negative effects on women and men, girls and boys? Identify, if possible, legal, cultural, or religious constraints on women's participation in the project. What can the project do to enhance its gender benefits?

Social and Environmental Standards (Safeguards)

- Validate the risks identified in the project's most current SESP, and those risks' ratings; are any revisions needed?
- Summarize and assess the revisions made since CEO Endorsement/Approval (if any) to:
 - The project's overall safeguards risk categorization.
 - The identified types of risks⁶ (in the SESP).
 - The individual risk ratings (in the SESP)
- Describe and assess progress made in the implementation of the project's social and environmental management measures as outlined in the SESP submitted at CEO Endorsement/Approval (and prepared during implementation, if any), including any revisions to those measures. Such management measures might include Environmental and Social Management Plans (ESMPs) or other management plans, though can also include aspects of a project's design; refer to Question 6 in the SESP template for a summary of the identified management measures.

A given project should be assessed against the version of UNDP's safeguards policy that was in effect at the time of the project's approval.

Reporting:

- Assess how adaptive management changes have been reported by the project management and shared with the Project Board.
- Assess how well the Project Team and partners undertake and fulfil GEF reporting requirements (i.e. how have they addressed poorly-rated PIRs, if applicable?)
- Assess how lessons derived from the adaptive management process have been documented, shared with

⁶ Risks are to be labeled with both the UNDP SES Principles and Standards, and the GEF's "types of risks and potential impacts": Climate Change and Disaster; Disadvantaged or Vulnerable Individuals or Groups; Disability Inclusion; Adverse Gender-Related impact, including Gender-based Violence and Sexual Exploitation; Biodiversity Conservation and the Sustainable Management of Living Natural Resources; Restrictions on Land Use and Involuntary Resettlement; Indigenous Peoples; Cultural Heritage; Resource Efficiency and Pollution Prevention; Labor and Working Conditions; Community Health, Safety and Security.

key partners and internalized by partners.

Communications & Knowledge Management:

- Review internal project communication with stakeholders: Is communication regular and effective? Are there key stakeholders left out of communication? Are there feedback mechanisms when communication is received? Does this communication with stakeholders contribute to their awareness of project outcomes and activities and investment in the sustainability of project results?
- Review external project communication: Are proper means of communication established or being established to express the project progress and intended impact to the public (is there a web presence, for example? Or did the project implement appropriate outreach and public awareness campaigns?)
- For reporting purposes, write one half-page paragraph that summarizes the project's progress towards results in terms of contribution to sustainable development benefits, as well as global environmental benefits.
- List knowledge activities/products developed (based on knowledge management approach approved at CEO Endorsement/Approval).

iv. Sustainability

- Validate whether the risks identified in the Project Document, Annual Project Review/PIRs and the ATLAS Risk Register are the most important and whether the risk ratings applied are appropriate and up to date. If not, explain why.
- In addition, assess the following risks to sustainability:

Financial risks to sustainability:

- What is the likelihood of financial and economic resources not being available once the GEF assistance ends (consider potential resources can be from multiple sources, such as the public and private sectors, income generating activities, and other funding that will be adequate financial resources for sustaining project's outcomes)?

Socio-economic risks to sustainability:

- Are there any social or political risks that may jeopardize sustainability of project outcomes? What is the risk that the level of stakeholder ownership (including ownership by governments and other key stakeholders) will be insufficient to allow for the project outcomes/benefits to be sustained? Do the various key stakeholders see that it is in their interest that the project benefits continue to flow? Is there sufficient public / stakeholder awareness in support of the long-term objectives of the project? Are lessons learned being documented by the Project Team on a continual basis and shared/transferred to appropriate parties who could learn from the project and potentially replicate and/or scale it in the future?

Institutional Framework and Governance risks to sustainability:

- Do the legal frameworks, policies, governance structures and processes pose risks that may jeopardize sustenance of project benefits? While assessing this parameter, also consider if the required systems/ mechanisms for accountability, transparency, and technical knowledge transfer are in place.

Environmental risks to sustainability:

- Are there any environmental risks that may jeopardize sustenance of project outcomes?

Conclusions & Recommendations

The MTR team will include a section in the MTR report for evidence-based conclusions, in light of the findings.

Additionally, the MTR consultant/team is expected to make recommendations to the Project Team. Recommendations should be succinct suggestions for critical intervention that are specific, measurable, achievable, and relevant. A recommendation table should be put in the report's executive summary. See the *Guidance For Conducting Midterm Reviews of UNDP-Supported, GEF-Financed Projects* for guidance on a recommendation table.

The MTR team should make no more than 15 recommendations total.

Ratings

The MTR team will include its ratings of the project's results and brief descriptions of the associated achievements in a *MTR Ratings & Achievement Summary Table* in the Executive Summary of the MTR report. See Annex E for ratings scales. No rating on Project Strategy and no overall project rating is required.

Table. MTR Ratings & Achievement Summary Table for the Green Energy Small Medium Enterprises (SMEs) Development Project

Measure	MTR Rating	Achievement Description
Project Strategy	N/A	
Progress Towards Results	Objective Achievement Rating: (rate 6 pt. scale)	
	Outcome 1 Achievement Rating: (rate 6 pt. scale)	
	Outcome 2 Achievement Rating: (rate 6 pt. scale)	
	Outcome 3 Achievement Rating: (rate 6 pt. scale)	
	Etc.	
Project Implementation & Adaptive Management	(rate 6 pt. scale)	
Sustainability	(rate 4 pt. scale)	

3. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

The team composition will consist of one international consultant and one national consultant who will jointly carry out the assignment. The International Consultant will be responsible for the entire MTR process and for the respective MTR deliverables mentioned above in line with this ToR, with inputs from the project. The national consultant will be responsible for providing summary analyses of all project reports in English, for data collection including baseline data, and for assisting with scheduling and participating in interviews.

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

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

I. Academic Qualifications:

- A Master's degree in engineering, energy, environment, economics, law, business administration or other closely related field

II. Years of experience:

- At least 10-years work experience and proven track record with policy advice and/or project development/implementation in green energy (renewable energy and/or energy efficiency) in transition economies;

- Practical experience (within last five years) in mid-term or final performance evaluation of at least one international and/or regional projects funded by multilateral agencies including experience with SMART indicators; Experience in performance evaluation of such projects within United Nations system will be considered as an asset; Evaluation in CIS countries will be considered as an asset;
- Competence in working with projects that have financial mechanisms;
- Demonstrated understanding of issues related to gender; experience in gender sensitive evaluation and analysis;
- Familiarity with relevant Tajikistan's policy and regulations and standards is an asset but not required;
- Demonstrable analytical skills.

III. Competencies:

- Fluency in written and spoken English;
- Working knowledge of written and spoken Russian will be considered as an asset but not required.

4. PURPOSE

The MTR will assess progress towards the achievement of the project objectives and outcomes as specified in the Project Document, and assess early signs of project success or failure with the goal of proposing and recommending changes to the project in order to strengthen the project over the second half of the project lifetime and, if necessary, set the project on-track in order to increase the chances of the project achieving its objective and intended results by the end of the project.

The MTR will also review the project's strategy, and its risks to sustainability. The main output of the MTR will be specific recommendations for adaptive management to improve the project over the second half of its implementation.

5. DUTIES AND RESPONSIBILITIES

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

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

The MTR team is expected to follow a collaborative and participatory approach⁷ ensuring close engagement with the Project Team, government counterparts (the GEF Operational Focal Point), the UNDP Country Office(s), the Nature, Climate and Energy (NCE) Regional Technical Advisor, direct beneficiaries, and other key stakeholders.

Engagement of stakeholders is vital to a successful MTR. Stakeholder involvement should include interviews with stakeholders who have project responsibilities, including but not limited to UNDP Tajikistan, UNDP Istanbul Regional Technical Advisor (RTA) on Climate Change Mitigation, GE SME project team, key experts and consultants in the subject area, Project Board, project

⁷ For ideas on innovative and participatory Monitoring and Evaluation strategies and techniques, see [UNDP Discussion Paper: Innovations in Monitoring & Evaluating Results](#), 05 Nov 2013.

stakeholders, academia, local governments, etc. Additionally, the International Consultant of the MTR will accompany the National Consultant of the MTR. The MTR team is expected to conduct a mission to Tajikistan in early 2021 of a total of 8 working days in country and 2 travel days within the country (if the COVID-19 pandemic outbreak) with the direction: Dushanbe – Murghab (GBO) – Dushanbe. This mission should include time spent in Dushanbe, but it should also visit to project sites and the site where project investments have been or are to be made (e.g. – Pamir Energy).

The specific design and methodology for the MTR should emerge from consultations between the MTR team and the above-mentioned parties regarding what is appropriate and feasible for meeting the MTR purpose and

The detailed ToR is presented in Annex 3.

6. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

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

- a) **Letter of Confirmation of Interest and Availability** using the [template](#)⁸ provided by UNDP;
- b) **CV**
- c) **Brief description of approach to work/technical proposal** of why the individual considers him/herself as the most suitable for the assignment, and a proposed methodology on how they will approach and complete the assignment; (max 1 page)
- d) **Financial Proposal** that indicates the all-inclusive fixed total contract price and all other travel related costs (such as flight ticket, per diem, etc.), supported by a breakdown of costs, as per template attached to the [Letter of Confirmation of Interest template](#). If an applicant is employed by an organization/company/institution, and he/she expects his/her employer to charge a management fee in the process of releasing him/her to UNDP under Reimbursable Loan Agreement (RLA), the applicant must indicate at this point, and ensure that all such costs are duly incorporated in the financial proposal submitted to UNDP.

All application materials should be submitted by email at the following address ONLY: (ic.tj@undp.org) by **(03 September)**. Incomplete applications will be excluded from further consideration.

-

7. FINANCIAL PROPOSAL

Financial Proposal that indicates the all-inclusive fixed total contract price and all other travel related costs (such as flight ticket, per diem, etc.), supported by a breakdown of costs, as per template attached to the [Letter of Confirmation of Interest template](#). If an applicant is employed by an organization/company/institution, and he/she expects his/her employer to charge a management fee in the process of releasing him/her to UNDP under Reimbursable Loan Agreement (RLA), the applicant must indicate at this point, and ensure that all such costs are duly incorporated in the financial proposal submitted to UNDP.

All application materials should be submitted to the address (fill address) in a sealed envelope indicating the following reference “Consultant for (*project title*) Midterm Review” or by email at the following address ONLY: (fill email) by **(time and date)**. Incomplete applications will be excluded from further consideration.

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

8

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

- 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)

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.

- International travel will be required to Tajikistan during the MTR mission;
- The BSAFE training course must be successfully completed prior to commencement of travel; Herewith is the link to access this training: <https://training.dss.un.org/courses/login/index.php> . These training modules at this secure internet site is accessible to Consultants, which allows for registration with private email.
- Individual Consultants are responsible for ensuring they have vaccinations/inoculations when travelling to certain countries, as designated by the UN Medical Director.
- Consultants are required to comply with the UN security directives set forth under <https://dss.un.org/dssweb/>
- All related travel expenses will be covered and will be reimbursed as per UNDP rules and regulations upon submission of an F-10 claim form and supporting documents.

8. 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%.

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

	Technical	Points (weights)
1	<ul style="list-style-type: none"> • A Master’s degree in engineering, energy, environment, economics, law, business administration or other closely related field 	Max 10

2	<ul style="list-style-type: none"> • At least 10-years work experience and proven track record with policy advice and/or project development/implementation in green energy (renewable energy and/or energy efficiency) in transition economies; • Practical experience (within last five years) in mid-term or final performance evaluation of at least one international and/or regional projects funded by multilateral agencies including experience with SMART indicators; Experience in performance evaluation of such projects within United Nations system will be considered as an asset; Evaluation in CIS countries will be considered as an asset; • Competence in working with projects that have financial mechanisms; • Demonstrated understanding of issues related to gender; experience in gender sensitive evaluation and analysis; • Familiarity with relevant Tajikistan’s policy and regulations and standards is an asset but not required; • Demonstrable analytical skills. 	Max 25
3	<ul style="list-style-type: none"> • Fluency in written and spoken English; • Working knowledge of written and spoken Russian will be considered as an asset but not required. 	Max 10
4	Technical proposal outlining the methodology and approaches to the assignment as per expected deliverables.	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 CV which I have duly signed and attached hereto as Annex 1;
- D) In compliance with the requirements of the Terms of Reference, I hereby confirm that I am available for the entire duration of the assignment, and I shall perform the services in the manner described in my proposed approach/methodology which I have attached hereto as Annex 3 *[delete this item if the TOR does not require submission of this document]*;
- E) I hereby propose to complete the services based on the following payment rate: *[please check the box corresponding to the preferred option]*:
- An all-inclusive daily fee of *[state amount in words and in numbers indicating currency]*
- A total lump sum of *[state amount in words and in numbers, indicating exact currency]*, payable in the manner described in the Terms of Reference.
- F) For your evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto as Annex 2;
- G) I recognize that the payment of the abovementioned amounts due to me shall be based on my delivery of outputs within the timeframe specified in the TOR, which shall be subject to UNDP's review, acceptance and payment certification procedures;
- H) This offer shall remain valid for a total period of _____ days *[minimum of 90 days]* after the submission deadline;
- I) I confirm that I have no first degree relative (mother, father, son, daughter, spouse/partner, brother or sister) currently employed with any UN agency or office *[disclose the name of the relative, the UN office employing the relative, and the relationship if, any such relationship exists]*;
- J) If I am selected for this assignment, I shall *[please check the appropriate box]*:

Sign an Individual Contract with UNDP;

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

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

At the time of this submission, I have no active Individual Contract or any form of engagement with any Business Unit of UNDP;

I am currently engaged with UNDP and/or other entities for the following work:

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

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

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

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

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

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

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

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

Name	Relationship	Name of International Organization

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

YES NO

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

YES NO If answer is "yes", WHEN?

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

Full Name	Full Address	Business or Occupation

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

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

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

DATE: _____

SIGNATURE: _____

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

Annexes [please check all that applies]:

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

BREAKDOWN OF COSTS⁹
SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL

A) **Breakdown of Cost by Components:**

Cost Components	Unit Cost	Quantity	Total Rate for the Contract Duration
I. Personnel Costs			
Professional Fees			
Life Insurance			
Medical Insurance			
Communications			
Land Transportation			
Others (pls. specify)			
II. Travel¹⁰ Expenses to Join duty station			
Round Trip Airfares to and from duty station			
Living Allowance			
Travel Insurance			
Terminal Expenses			
Others (pls. specify)			
III. Duty Travel			
Round Trip Airfares			
Living Allowance			
Travel Insurance			
Terminal Expenses			
Others (pls. specify)			

B) **Breakdown of Cost by Deliverables***

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

*Basis for payment tranches

⁹ The costs should only cover the requirements identified in the Terms of Reference (TOR)

¹⁰ Travel expenses are not required if the consultant will be working from home.

MIDTERM REVIEW TERMS OF REFERENCE

BASIC CONTRACT INFORMATION

Location: Dushanbe, Tajikistan

Application Deadline: 18 September 2020

Type of Contract: Individual Contract

Post Level: International Consultant

Languages Required: English

Starting Date: 1 November 2020

Duration of Initial Contract: Four months from 1st November 2020 to 28 February 2021

Expected Duration of Assignment: 27 working days (17 home-based days, 8 days on mission, 2 travel days)

BACKGROUND

A. Project Title

UNDP/GEF Green Energy Small Medium Enterprises (SMEs) Development Project in Tajikistan

B. Project Description

This is the Terms of Reference (ToR) for -the Midterm Review (MTR) of the full-sized UNDP-supported GEF-financed project titled **Green Energy Small and Medium Enterprises (SMEs) Development Project** (PIMS#5476) implemented through the UNDP Direct Implementation Modality (DIM), which is to be undertaken in 2021. The project started on the 18 July 2018 and is in its third year of implementation. This ToR sets out the expectations for this MTR. The MTR process must follow the guidance outlined in the document *Guidance For Conducting Midterm Reviews of UNDP-Supported, GEF-Financed Projects* ([Guidance for Conducting Midterm Reviews of UNDP-Supported, GEF-Financed Projects¹¹](#)).

The objective of the project “Green Energy Small Medium Enterprises (SMEs) Development Project” (hereafter referred to as “GE project”) is to facilitate the transformation of Tajikistan’s energy sector, in particular the emergence of independent energy entrepreneurs, which can offer affordable and sustainable energy products and services to the rural population. The GE project is designed to scale up private investments in RE resources, with focus on solar energy. This objective is planned to be achieved through the implementation of four components of the GE project:

Component 1: Creation of Enabling policy and regulatory framework and capacity development for GE SMEs - to address policy and technology risks faced by GE SMEs in Tajikistan. The GE project will strengthen the policy and regulatory framework for the sustainable energy products and services market.

Component 2: Providing Access to finance for GE SMEs and/or energy service users – to facilitate access to affordable finance for households, SMEs and other end-users wishing to invest in EE/RE products and/or services. TA will be provided to partner Micro-finance Institutes (MFIs) and other local finance organizations to develop and promote standard loan products. GEF investment support will be provided in the form of an interest rate subsidy.

¹¹ http://web.undp.org/evaluation/documents/guidance/GEF/mid-term/Guidance_Midterm%20Review%20_EN_2014.pdf

Component 3: Development of business models for GE SMEs consists. This component focuses on the supply chain to develop and improve GE products and services, and bring them to the market, including through the provision of targeted investment support to innovative and scalable business models for GE products/service delivery. It consists of two sub-components:

- **Sub-Component 3A:** Promoting solar energy development for off-grid communities, the cost of grid expansion to which is prohibitively expensive.
- **Sub-Component 3B:** Facilitating investment in solar water heating (SWH) by tourism facilities and other SMEs.

Component 4: Knowledge Management and Monitoring and Evaluation (M&E) - will include collection, analysis and sharing information about GE costs and benefits, as well as by monitoring and evaluating project results (including GHG emission reductions), documenting and disseminating best practices and lessons learnt.

C. MTR Purpose

The MTR will assess progress towards the achievement of the project objectives and outcomes as specified in the Project Document, and assess early signs of project success or failure with the goal of proposing and recommending changes to the project in order to strengthen the project over the second half of the project lifetime and, if necessary, set the project on-track in order to increase the chances of the project achieving its objective and intended results by the end of the project.

The MTR will also review the project's strategy, and its risks to sustainability. The main output of the MTR will be specific recommendations for adaptive management to improve the project over the second half of its implementation.

DUTIES AND RESPONSIBILITIES

D. MTR Approach & Methodology

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

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

The MTR team is expected to follow a collaborative and participatory approach¹² ensuring close engagement with the Project Team, government counterparts (the GEF Operational Focal Point), the UNDP Country Office(s), the Nature, Climate and Energy (NCE) Regional Technical Advisor, direct beneficiaries, and other key stakeholders.

Engagement of stakeholders is vital to a successful MTR. Stakeholder involvement should include interviews with stakeholders who have project responsibilities, including but not limited to UNDP Tajikistan, UNDP Istanbul Regional Technical Advisor (RTA) on Climate Change Mitigation, GE

¹² For ideas on innovative and participatory Monitoring and Evaluation strategies and techniques, see [UNDP Discussion Paper: Innovations in Monitoring & Evaluating Results](#), 05 Nov 2013.

SME project team, key experts and consultants in the subject area, Project Board, project stakeholders, academia, local governments, etc. Additionally, the International Consultant of the MTR will accompany the National Consultant of the MTR. The MTR team is expected to conduct a mission to Tajikistan in early 2021 of a total of 8 working days in country and 2 travel days within the country (if the COVID-19 pandemic outbreak) with the direction: Dushanbe – Murghab (GBAO) – Dushanbe. This mission should include time spent in Dushanbe, but it should also visit to project sites and the site where project investments have been or are to be made (e.g. – Pamir Energy).

The specific design and methodology for the MTR should emerge from consultations between the MTR team and the above-mentioned parties regarding what is appropriate and feasible for meeting the MTR purpose and objectives and answering the evaluation questions, given limitations of budget, time and data. The MTR team must, however, use gender-responsive methodologies and tools and ensure that gender equality and women’s empowerment, as well as other cross-cutting issues and SDGs are incorporated into the MTR report.

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

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

E. Detailed Scope of the MTR

The MTR team will assess the following four categories of project progress. See the *Guidance For Conducting Midterm Reviews of UNDP-Supported, GEF-Financed Projects* for extended descriptions.

1. Project Strategy

Project Design:

- Review the problem addressed by the project and the underlying assumptions. Review the effect of any incorrect assumptions or changes to the context to achieving the project results as outlined in the Project Document.
- Review the relevance of the project strategy and assess whether it provides the most effective route towards expected/intended results. Were lessons from other relevant projects properly incorporated into the project design?
- Review how the project addresses country priorities. Review country ownership. Was the project concept in line with the national sector development priorities and plans of the country (or of participating countries in the case of multi-country projects)?
- Review decision-making processes: were perspectives of those who would be affected by project decisions, those who could affect the outcomes, and those who could contribute information or other resources to the process, taken into account during project design processes?
- Review the extent to which relevant gender issues were raised in the project design. See Annex 9 of *Guidance For Conducting Midterm Reviews of UNDP-Supported, GEF-Financed Projects* for further guidelines.

- Were relevant gender issues (e.g. the impact of the project on gender equality in the programme country, involvement of women's groups, engaging women in project activities) raised in the Project Document?
- If there are major areas of concern, recommend areas for

Results Framework/Logframe:

- Undertake a critical analysis of the project's logframe indicators and targets, assess how "SMART" the midterm and end-of-project targets are (Specific, Measurable, Attainable, Relevant, Time-bound), and suggest specific amendments/revisions to the targets and indicators as necessary.
- Are the project's objectives and outcomes or components clear, practical, and feasible within its time frame?
- Examine if progress so far has led to, or could in the future catalyse beneficial development effects (i.e. income generation, gender equality and women's empowerment, improved governance etc...) that should be included in the project results framework and monitored on an annual basis.
- Ensure broader development and gender aspects of the project are being monitored effectively. Develop and recommend SMART 'development' indicators, including sex-disaggregated indicators and indicators that capture development benefits.

2. Progress Towards Results

- Review the logframe indicators against progress made towards the end-of-project targets; populate the Progress Towards Results Matrix, as described in the *Guidance For Conducting Midterm Reviews of UNDP-Supported, GEF-Financed Projects*; colour code progress in a "traffic light system" based on the level of progress achieved; assign a rating on progress for the project objective and each outcome; make recommendations from the areas marked as "not on target to be achieved" (red).
- Compare and analyse the GEF Tracking Tool/Core Indicators at the Baseline with the one completed right before the Midterm Review.
- Identify remaining barriers to achieving the project objective in the remainder of the project.
- By reviewing the aspects of the project that have already been successful, identify ways in which the project can further expand these benefits.

3. Project Implementation and Adaptive Management

Management Arrangements

- Review overall effectiveness of project management as outlined in the Project Document. Have changes been made and are they effective? Are responsibilities and reporting lines clear? Is decision-making transparent and undertaken in a timely manner? Recommend areas for improvement.
- Review the quality of execution of the Executing Agency/Implementing Partner(s) and recommend areas for improvement.
- Review the quality of support provided by the GEF Partner Agency (UNDP) and recommend areas for improvement.
- Do the Executing Agency/Implementing Partner and/or UNDP and other partners have the capacity to deliver benefits to or involve women? If yes, how?
- What is the gender balance of project staff? What steps have been taken to ensure gender balance in project staff?

- What is the gender balance of the Project Board? What steps have been taken to ensure gender balance in the Project Board?

Work Planning

- Review any delays in project start-up and implementation, identify the causes and examine if they have been resolved.
- Are work-planning processes results-based? If not, suggest ways to re-orientate work planning to focus on results?
- Examine the use of the project’s results framework/ logframe as a management tool and review any changes made to it since project start.

Finance and co-finance

- Consider the financial management of the project, with specific reference to the cost-effectiveness of interventions.
- Review the changes to fund allocations as a result of budget revisions and assess the appropriateness and relevance of such revisions.
- Does the project have the appropriate financial controls, including reporting and planning, that allow management to make informed decisions regarding the budget and allow for timely flow of funds?
- Informed by the co-financing monitoring table to be filled out by the Commissioning Unit and project team, provide commentary on co-financing: is co-financing being used strategically to help the objectives of the project? Is the Project Team meeting with all co-financing partners regularly in order to align financing priorities and annual work plans?

Sources of Co-financing	Name of Co-financer	Type of Co-financing	Co-financing amount confirmed at CEO Endorsement (US\$)	Actual Amount Contributed at stage of Midterm Review (US\$)	Actual % of Expected Amount
		TOTAL			

- Include the separate GEF Co-Financing template (filled out by the Commissioning Unit and project team) which categorizes co-financing amounts by source as ‘investment mobilized’ or ‘recurrent expenditures’. (This template will be annexed as a separate file.

Project-level monitoring and evaluation systems

- Review the monitoring tools currently being used: Do they provide the necessary information? Do they involve key partners? Are they aligned or mainstreamed with national systems? Do they use existing information? Are they efficient? Are they cost-effective? Are additional tools required? How could they be made more participatory and inclusive?

- Examine the financial management of the project monitoring and evaluation budget. Are sufficient resources being allocated to monitoring and evaluation? Are these resources being allocated effectively?
- Review the extent to which relevant gender issues were incorporated in monitoring systems. See Annex 9 of *Guidance For Conducting Midterm Reviews of UNDP-Supported, GEF-Financed Projects* for further guidelines.

Stakeholder Engagement

- Project management: Has the project developed and leveraged the necessary and appropriate partnerships with direct and tangential stakeholders?
- Participation and country-driven processes: Do local and national government stakeholders support the objectives of the project? Do they continue to have an active role in project decision-making that supports efficient and effective project implementation?
- Participation and public awareness: To what extent has stakeholder involvement and public awareness contributed to the progress towards achievement of project objectives?
- How does the project engage women and girls? Is the project likely to have the same positive and/or negative effects on women and men, girls and boys? Identify, if possible, legal, cultural, or religious constraints on women’s participation in the project. What can the project do to enhance its gender benefits?

Social and Environmental Standards (Safeguards)

- Validate the risks identified in the project’s most current SESP, and those risks’ ratings; are any revisions needed?
- Summarize and assess the revisions made since CEO Endorsement/Approval (if any) to:
 - The project’s overall safeguards risk categorization.
 - The identified types of risks¹³ (in the SESP).
 - The individual risk ratings (in the SESP)
- Describe and assess progress made in the implementation of the project’s social and environmental management measures as outlined in the SESP submitted at CEO Endorsement/Approval (and prepared during implementation, if any), including any revisions to those measures. Such management measures might include Environmental and Social Management Plans (ESMPs) or other management plans, though can also include aspects of a project’s design; refer to Question 6 in the SESP template for a summary of the identified management measures.

A given project should be assessed against the version of UNDP’s safeguards policy that was in effect at the time of the project’s approval.

Reporting

- Assess how adaptive management changes have been reported by the project management and shared with the Project board.
- Assess how well the Project Team and partners undertake and fulfil GEF reporting requirements (i.e. how have they addressed poorly-rated PIRs, if applicable?)
- Assess how lessons derived from the adaptive management process have been documented, shared with key partners and internalized by partners.

¹³ Risks are to be labeled with both the UNDP SES Principles and Standards, and the GEF’s “types of risks and potential impacts”: Climate Change and Disaster; Disadvantaged or Vulnerable Individuals or Groups; Disability Inclusion; Adverse Gender-Related impact, including Gender-based Violence and Sexual Exploitation; Biodiversity Conservation and the Sustainable Management of Living Natural Resources; Restrictions on Land Use and Involuntary Resettlement; Indigenous Peoples; Cultural Heritage; Resource Efficiency and Pollution Prevention; Labor and Working Conditions; Community Health, Safety and Security.

Communications & Knowledge Management

- Review internal project communication with stakeholders: Is communication regular and effective? Are there key stakeholders left out of communication? Are there feedback mechanisms when communication is received? Does this communication with stakeholders contribute to their awareness of project outcomes and activities and investment in the sustainability of project results?
- Review external project communication: Are proper means of communication established or being established to express the project progress and intended impact to the public (is there a web presence, for example? Or did the project implement appropriate outreach and public awareness campaigns?)
- For reporting purposes, write one half-page paragraph that summarizes the project's progress towards results in terms of contribution to sustainable development benefits, as well as global environmental benefits.
- List knowledge activities/products developed (based on knowledge management approach approved at CEO Endorsement/Approval).

4. Sustainability

- Validate whether the risks identified in the Project Document, Annual Project Review/PIRs and the ATLAS Risk Register are the most important and whether the risk ratings applied are appropriate and up to date. If not, explain why.
- In addition, assess the following risks to sustainability:

Financial risks to sustainability:

- What is the likelihood of financial and economic resources not being available once the GEF assistance ends (consider potential resources can be from multiple sources, such as the public and private sectors, income generating activities, and other funding that will be adequate financial resources for sustaining project's outcomes)?

Socio-economic risks to sustainability:

- Are there any social or political risks that may jeopardize sustainability of project outcomes? What is the risk that the level of stakeholder ownership (including ownership by governments and other key stakeholders) will be insufficient to allow for the project outcomes/benefits to be sustained? Do the various key stakeholders see that it is in their interest that the project benefits continue to flow? Is there sufficient public / stakeholder awareness in support of the long-term objectives of the project? Are lessons learned being documented by the Project Team on a continual basis and shared/ transferred to appropriate parties who could learn from the project and potentially replicate and/or scale it in the future?

Institutional Framework and Governance risks to sustainability:

- Do the legal frameworks, policies, governance structures and processes pose risks that may jeopardize sustenance of project benefits? While assessing this parameter, also consider if the required systems/ mechanisms for accountability, transparency, and technical knowledge transfer are in place.

Environmental risks to sustainability:

- Are there any environmental risks that may jeopardize sustenance of project outcomes?

Conclusions & Recommendations

The MTR consultant/team will include a section in the MTR report for evidence-based **conclusions**, in light of the findings.

Additionally, the MTR consultant/team is expected to make **recommendations** to the Project Team. Recommendations should be succinct suggestions for critical intervention that are specific, measurable, achievable, and relevant. A recommendation table should be put in the report's executive summary. The MTR consultant/team should make no more than 15 recommendations total.

Ratings

The MTR team will include its ratings of the project's results and brief descriptions of the associated achievements in a *MTR Ratings & Achievement Summary Table* in the Executive Summary of the MTR report. See the TOR Annexes for the Rating Table and ratings scales.

F. Expected Outputs and Deliverables

The MTR team shall prepare and submit:

- MTR Inception Report: MTR team clarifies objectives and methods of the Midterm Review no later than 2 weeks before the MTR mission. To be sent to the Commissioning Unit and project management. Completion date: by early December 2020
- Presentation: MTR team presents initial findings to project management and the Commissioning Unit at the end of the MTR mission. Completion date: by end of January 2021
- Draft MTR Report: MTR team submits the draft full report with annexes within 3 weeks of the MTR mission. Completion date: by end of January 2021
- Final Report*: MTR team submits the revised report with annexed and completed Audit Trail detailing how all received comments have (and have not) been addressed in the final MTR report. To be sent to the Commissioning Unit within 1 week of receiving UNDP comments on draft. Completion date: by end of February 2021

*The final MTR report must be in English. If applicable, the Commissioning Unit may choose to arrange for a translation of the report into a language more widely shared by national stakeholders.

G. Institutional Arrangements

The principal responsibility for managing this MTR resides with the Commissioning Unit. The Commissioning Unit for this project's MTR is UNDP Country Office in Tajikistan.

The Commissioning Unit will contract the consultants and ensure the timely provision of per diems and travel arrangements within the country for the MTR team and will provide an updated stakeholder list with contact details (phone and email). The Project Team will be responsible for liaising with the MTR team to provide all relevant documents, set up stakeholder interviews, and arrange field visits, as required.

H. Duration of the Work

The work should start in November 2020 and finish by the end of February 2021. The total duration of the MTR will be 27 working days over the period 15th December 2020 to 15th March 2021 and

broken down into 18 home based days, 2 travel days, and 8 days based in Tajikistan. The mission to Tajikistan depends on whether the global situation with COVID-19 allows for flights to and from Dushanbe without 2 weeks quarantine required. The preference will be to include a mission as part of the work but if it is not possible then the work will need to be undertaken remotely. A final decision on whether or not there will be a mission to Tajikistan will be made when the assignment starts.

I. Duty Station

Travel:

- International travel will be required to Tajikistan during the MTR mission;
- The BSAFE training course must be successfully completed prior to commencement of travel; Herewith is the link to access this training: <https://training.dss.un.org/courses/login/index.php> . These training modules at this secure internet site is accessible to Consultants, which allows for registration with private email.
- Individual Consultants are responsible for ensuring they have vaccinations/inoculations when travelling to certain countries, as designated by the UN Medical Director.
- Consultants are required to comply with the UN security directives set forth under <https://dss.un.org/dssweb/>
- All related travel expenses will be covered and will be reimbursed as per UNDP rules and regulations upon submission of an F-10 claim form and supporting documents.

REQUIRED SKILLS AND EXPERIENCE

J. Qualifications of the Successful Applicants

The team composition will consist of one international consultant and one national consultant who will jointly carry out the assignment. The International Consultant will be responsible for the entire MTR process and for the respective MTR deliverables mentioned above in line with this ToR, with inputs from the project. The national consultant will be responsible for providing summary analyses of all project reports in English, for data collection including baseline data, and for assisting with scheduling and participating in interviews.

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

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

Education

- A Master's degree in engineering, energy, environment, economics, law, business administration or other closely related field

Experience

- At least 10-years work experience and proven track record with policy advice and/or project development/implementation in green energy (renewable energy and/or energy efficiency) in transition economies;
- Practical experience (within last five years) in mid-term or final performance evaluation of at least one international and/or regional projects funded by multilateral agencies including

experience with SMART indicators; Experience in performance evaluation of such projects within United Nations system will be considered as an asset; Evaluation in CIS countries will be considered as an asset;

- Competence in working with projects that have financial mechanisms;
- Demonstrated understanding of issues related to gender; experience in gender sensitive evaluation and analysis;
- Familiarity with relevant Tajikistan's policy and regulations and standards is an asset but not required;
- Demonstrable analytical skills.

Language

- Fluency in written and spoken English;
- Working knowledge of written and spoken Russian will be considered as an asset but not required.

K. Ethics

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

L. Schedule of Payments

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

Criteria for issuing the final payment of 40%

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

APPLICATION PROCESS

M. Recommended Presentation of Offer

- e) **Letter of Confirmation of Interest and Availability** using the [template](#)¹⁴ provided by UNDP;
- f) **CV and a Personal History Form (P11 form)**¹⁵;
- g) **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)
- h) **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.

N. Criteria for Selection of the Best Offer

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

O. Annexes to the MTR ToR

Annexes include: (reference ToR Annexes in Annex 3 of *Guidance For Conducting Midterm Reviews of UNDP-Supported, GEF-Financed Projects*)

- List of documents to be reviewed by the MTR Team
- Guidelines on Contents for the Midterm Review Report
- Midterm Review Evaluative Matrix Template
- UNEG Code of Conduct for Evaluators/Midterm Review Consultants
- MTR Required Ratings Table and Ratings Scales
- MTR Report Clearance Form
- Audit Trail Template
- Progress Towards Results Matrix)
- GEF Co-Financing Template (in Word)

Annexes to Midterm Review Terms of Reference For Standard Template 2

- **ToR ANNEX A: List of Documents to be reviewed by the MTR Team**
- **ToR ANNEX B: Guidelines on Contents for the Midterm Review Report**¹⁶
- **ToR ANNEX C: Midterm Review Evaluative Matrix Template**
- **ToR ANNEX D: UNEG Code of Conduct for Evaluators/Midterm Review Consultants**¹⁷
- **ToR ANNEX E: MTR Ratings and Achievements Summary Table and Rating Scales**

¹⁴

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

¹⁵ http://www.undp.org/content/dam/undp/library/corporate/Careers/P11_Personal_history_form.doc

¹⁶ The Report length should not exceed 40 pages in total (not including annexes).

¹⁷ <http://www.unevaluation.org/document/detail/100>

- **ToR ANNEX F: MTR Report Clearance Form**
- **ToR ANNEX G: Audit Trail Template**
- **ToR ANNEX H: Progress Towards Results Matrix**
- **ToR ANNEX I: GEF Co-Financing Template (provided as a separate file)**

ToR ANNEX A: List of Documents to be reviewed by the MTR Team

1. PIF
2. UNDP Initiation Plan
3. UNDP Project Document
4. UNDP Social and Environmental Screening Procedure (SESP)
5. Project Inception Report
6. All Project Implementation Reports (PIR's)
7. Quarterly progress reports and work plans of the various implementation task teams
8. Audit reports
9. Finalized GEF focal area Tracking Tools/Core Indicators at CEO endorsement and midterm
10. Oversight mission reports
11. All monitoring reports prepared by the project
12. Financial and Administration guidelines used by Project Team

The following documents will also be available:

13. Project operational guidelines, manuals and systems
14. UNDP country/countries programme document(s)
15. Minutes of the Board Meetings and other meetings (i.e. Project Appraisal Committee meetings)
16. Project site location maps
17. Any additional documents, as relevant.

ToR ANNEX B: Guidelines on Contents for the Midterm Review Report¹⁸

- i. Basic Report Information (*for opening page or title page*)
 - Title of UNDP supported GEF financed project
 - UNDP PIMS# and GEF project ID#
 - MTR time frame and date of MTR report
 - Region and countries included in the project
 - GEF Operational Focal Area/Strategic Program
 - Executing Agency/Implementing Partner and other project partners
 - MTR team members
 - Acknowledgements
- ii. Table of Contents
- iii. Acronyms and Abbreviations
1. Executive Summary (*3-5 pages*)
 - Project Information Table
 - Project Description (brief)
 - Project Progress Summary (between 200-500 words)
 - MTR Ratings & Achievement Summary Table
 - Concise summary of conclusions
 - Recommendation Summary Table
2. Introduction (*2-3 pages*)
 - Purpose of the MTR and objectives
 - Scope & Methodology: principles of design and execution of the MTR, MTR approach and data collection methods, limitations to the MTR

¹⁸ The Report length should not exceed 40 pages in total (not including annexes).

- Structure of the MTR report
- 3. Project Description and Background Context (3-5 pages)
 - Development context: environmental, socio-economic, institutional, and policy factors relevant to the project objective and scope
 - Problems that the project sought to address threats and barriers targeted
 - Project Description and Strategy: objective, outcomes and expected results, description of field sites (if any)
 - Project Implementation Arrangements: short description of the Project Board, key implementing partner arrangements, etc.
 - Project timing and milestones
 - Main stakeholders: summary list
- 4. Findings (12-14 pages)
 - 4.1 Project Strategy
 - Project Design
 - Results Framework/Logframe
 - 4.2 Progress Towards Results
 - Progress towards outcomes analysis
 - Remaining barriers to achieving the project objective
 - 4.3 Project Implementation and Adaptive Management
 - Management Arrangements
 - Work planning
 - Finance and co-finance
 - Project-level monitoring and evaluation systems
 - Stakeholder engagement
 - Social and Environmental Standards (Safeguards)
 - Reporting
 - Communications & Knowledge Management
 - 4.4 Sustainability
 - Financial risks to sustainability
 - Socio-economic to sustainability
 - Institutional framework and governance risks to sustainability
 - Environmental risks to sustainability
- 5. Conclusions and Recommendations (4-6 pages)
 - 5.1 Conclusions
 - Comprehensive and balanced statements (that are evidence-based and connected to the MTR's findings) which highlight the strengths, weaknesses and results of the project
 - 5.2 Recommendations
 - Corrective actions for the design, implementation, monitoring and evaluation of the project
 - Actions to follow up or reinforce initial benefits from the project
 - Proposals for future directions underlining main objectives
- 6. Annexes
 - MTR ToR (excluding ToR annexes)
 - MTR evaluative matrix (evaluation criteria with key questions, indicators, sources of data, and methodology)
 - Example Questionnaire or Interview Guide used for data collection
 - Ratings Scales
 - MTR mission itinerary
 - List of persons interviewed
 - List of documents reviewed
 - Co-financing table (if not previously included in the body of the report)
 - Signed UNEG Code of Conduct form
 - Signed MTR final report clearance form
 - *Annexed in a separate file:* Audit trail from received comments on draft MTR report
 - *Annexed in a separate file:* Relevant midterm tracking tools (*METT, FSC, Capacity scorecard, etc.*) or Core Indicators

- *Annexed in a separate file: GEF Co-financing template (categorizing co-financing amounts by source as ‘investment mobilized’ or ‘recurrent expenditure’)*

ToR ANNEX C: Midterm Review Evaluative Matrix Template

This Midterm Review Evaluative Matrix must be fully completed/amended by the consultant and included in the MTR inception report and as an Annex to the MTR report.

Evaluative Questions	Indicators	Sources	Methodology
Project Strategy: To what extent is the project strategy relevant to country priorities, country ownership, and the best route towards expected results?			
(include evaluative question(s))	(i.e. relationships established, level of coherence between project design and implementation approach, specific activities conducted, quality of risk mitigation strategies, etc.)	(i.e. project documents, national policies or strategies, websites, project staff, project partners, data collected throughout the MTR mission, etc.)	(i.e. document analysis, data analysis, interviews with project staff, interviews with stakeholders, etc.)
Progress Towards Results: To what extent have the expected outcomes and objectives of the project been achieved thus far?			
Project Implementation and Adaptive Management: Has the project been implemented efficiently, cost-effectively, and been able to adapt to any changing conditions thus far? To what extent are project-level monitoring and evaluation systems, reporting, and project communications supporting the project’s implementation? To what extent has progress been made in the implementation of social and environmental management measures? Have there been changes to the overall project risk rating and/or the identified types of risks as outlined at the CEO Endorsement stage?			
Sustainability: To what extent are there financial, institutional, socio-economic, and/or environmental risks to sustaining long-term project results?			

ToR ANNEX D: UNEG Code of Conduct for Evaluators/Midterm Review Consultants¹⁹

Evaluators/Consultants:

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

MTR Consultant Agreement Form

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

Name of Consultant: _____

Name of Consultancy Organization (where relevant): _____

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

Signed at _____ (Place) on _____ (Date)

Signature: _____

¹⁹ <http://www.unevaluation.org/document/detail/100>

ToR ANNEX E: MTR Ratings & Achievement Summary Table + Rating Scales

MTR Ratings & Achievement Summary Table for (Project Title)

Measure	MTR Rating	Achievement Description
Project Strategy	N/A	
Progress Towards Results	Objective Achievement Rating: (rate 6 pt. scale)	
	Outcome 1 Achievement Rating: (rate 6 pt. scale)	
	Outcome 2 Achievement Rating: (rate 6 pt. scale)	
	Outcome 3 Achievement Rating: (rate 6 pt. scale)	
	Etc.	
Project Implementation & Adaptive Management	(rate 6 pt. scale)	
Sustainability	(rate 4 pt. scale)	

Ratings for Progress Towards Results: (one rating for each outcome and for the objective)

6	Highly Satisfactory (HS)	The objective/outcome is expected to achieve or exceed all its end-of-project targets, without major shortcomings. The progress towards the objective/outcome can be presented as “good practice”.
5	Satisfactory (S)	The objective/outcome is expected to achieve most of its end-of-project targets, with only minor shortcomings.
4	Moderately Satisfactory (MS)	The objective/outcome is expected to achieve most of its end-of-project targets but with significant shortcomings.
3	Moderately Unsatisfactory (HU)	The objective/outcome is expected to achieve its end-of-project targets with major shortcomings.
2	Unsatisfactory (U)	The objective/outcome is expected not to achieve most of its end-of-project targets.
1	Highly Unsatisfactory (HU)	The objective/outcome has failed to achieve its midterm targets, and is not expected to achieve any of its end-of-project targets.

Ratings for Project Implementation & Adaptive Management: (one overall rating)

6	Highly Satisfactory (HS)	Implementation of all seven components – management arrangements, work planning, finance and co-finance, project-level monitoring and evaluation systems, stakeholder engagement, reporting, and communications – is leading to efficient and effective project implementation and adaptive management. The project can be presented as “good practice”.
5	Satisfactory (S)	Implementation of most of the seven components is leading to efficient and effective project

		implementation and adaptive management except for only few that are subject to remedial action.
4	Moderately Satisfactory (MS)	Implementation of some of the seven components is leading to efficient and effective project implementation and adaptive management, with some components requiring remedial action.
3	Moderately Unsatisfactory (MU)	Implementation of some of the seven components is not leading to efficient and effective project implementation and adaptive, with most components requiring remedial action.
2	Unsatisfactory (U)	Implementation of most of the seven components is not leading to efficient and effective project implementation and adaptive management.
1	Highly Unsatisfactory (HU)	Implementation of none of the seven components is leading to efficient and effective project implementation and adaptive management.

Ratings for Sustainability: (one overall rating)		
4	Likely (L)	Negligible risks to sustainability, with key outcomes on track to be achieved by the project's closure and expected to continue into the foreseeable future
3	Moderately Likely (ML)	Moderate risks, but expectations that at least some outcomes will be sustained due to the progress towards results on outcomes at the Midterm Review
2	Moderately Unlikely (MU)	Significant risk that key outcomes will not carry on after project closure, although some outputs and activities should carry on
1	Unlikely (U)	Severe risks that project outcomes as well as key outputs will not be sustained

ToR ANNEX F: MTR Report Clearance Form

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

Midterm Review Report Reviewed and Cleared By:	
Commissioning Unit (M&E Focal Point)	
Name: _____	
Signature: _____	Date: _____
Regional Technical Advisor (Nature, Climate and Energy)	
Name: _____	
Signature: _____	Date: _____

ToR ANNEX G: Audit Trail Template

Note: The following is a template for the MTR Team to show how the received comments on the draft MTR report have (or have not) been incorporated into the final MTR report. This audit trail should be included as an annex in the final MTR report.

To the comments received on (date) from the Midterm Review of (project name) (UNDP Project ID-PIMS #)

The following comments were provided in track changes to the draft Midterm Review report; they are referenced by institution (“Author” column) and not by the person’s name, and track change comment number (“#” column):

Author	#	Para No./ comment location	Comment/Feedback on the draft MTR report	MTR team response and actions taken

ToR ANNEX H: Progress Towards Results Matrix

Table. Progress Towards Results Matrix (Achievement of outcomes against End-of-project Targets)

Project Strategy	Indicator ²⁰	Baseline Level ²¹	Level in 1 st PIR (self-reported)	Midterm Target ²²	End-of-project Target	Midterm Level & Assessment ²³	Achievement Rating ²⁴	Justification for Rating
Objective:	Indicator (if applicable):							
Outcome 1:	Indicator 1:							
	Indicator 2:							
Outcome 2:	Indicator 3:							
	Indicator 4:							
	Etc.							
Etc.								

Indicator Assessment Key

Green= Achieved	Yellow= On target to be achieved	Red= Not on target to be achieved
-----------------	----------------------------------	-----------------------------------

ToR ANNEX I: GEF Co-Financing Template (provided as a separate file)

²⁰ Populate with data from the Logframe and scorecards

²¹ Populate with data from the Project Document

²² If available

²³ Color code this column only

²⁴ Use the 6 point Progress Towards Results Rating Scale: HS, S, MS, MU, U, HU

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

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

8.USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS: The Individual contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Individual contractor, in any manner whatsoever, use the name, emblem or official seal of UNDP,

or any abbreviation of the name of UNDP, in connection with its business or otherwise without the written permission of UNDP.

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

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

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

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

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

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

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

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

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

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

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

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

16. AUDITS AND INVESTIGATIONS:

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

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

17. SETTLEMENT OF DISPUTES:

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

ARBITRATION: Any dispute, controversy or claim between the parties arising out of the Contract, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties to

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

18.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

Contract for the services of an Individual Contractor

No. IC/2020/

This Contract is entered into on [insert date] 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 [insert date], and shall expire upon satisfactory completion of the services described in the Terms of Reference mentioned above, but not later than [insert date], 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 [currency] _____ 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.

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 the 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:
United Nations Development Programme

INDIVIDUAL CONTRACTOR:

Signature _____

Signature _____

Date _____

Date _____