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## INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

Date: 27/03/2017

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**Country:** Tajikistan

**Position:** International Consultant/Team Leader to carry out Terminal Evaluation of the UNDP/GEF project

**Project name:** “Technology Transfer and Market Development for Small Hydropower in Tajikistan” - PIMS 4324

**Period of assignment/services:** estimated 20 working days over the period of: July – September 2017

**Type:** IC/ International Consultant / Team Leader

### Application procedures:

Interested candidates are strongly encouraged to apply online via website [www.undp.tj](http://www.undp.tj):

- In order to be considered in the long list of applicants please go to the [Registration](#) link, register your account and upload P11 Form. (If you already have a registered account, please use your login and password for further applying)
- Filled [Personal History Form](#) should be uploaded in your account. Please upload the exact P11 form instead of CV or Resume.
- 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.
- Additional documents should be sent to e-mail address [ic.tj@undp.org](mailto:ic.tj@undp.org), for proper evaluation:
  - Proposal:
    - stating your interest and qualifications for the advertised position
    - Provide a brief methodology on how they will approach and conduct the work
      - 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 tender materials by 2 May 2017 via e-mail to [ic.tj@undp.org](mailto:ic.tj@undp.org). Title of assignment should be written in the subject line of the email**

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## **Background**

Summary: The UNDP/GEF's project of "Technology transfer and market development for SHP in Tajikistan" is a four-year project implemented directly by UNDP's Energy and Environment Programme. The responsible national partner for the execution of the project is the Ministry of Energy and Water Resources of the Republic of Tajikistan. The project has a GEF budget of USD 2,000,000 and UNDP's co-financing commitments of USD 1,330,000, and the potential co-financing commitments from the Government, private sector and other UNDP projects (including in-kind contribution) is USD 5,120,000. The Project Document was signed between the Ministry of Energy and Industry (current Ministry of Energy and Water Resources) of the Republic of Tajikistan and UNDP Country Office on 19 March 2012.

The aim of the project is to initiate UNDP Tajikistan's strategy – the scaling up of pilot activities for the acceleration of progress towards the achievement of MDGs with a particular focus on improving access to renewable energy in rural regions for the purpose of poverty reduction and triggering economic development. Its conceptualization falls within the frame of the Poverty Reduction Strategy III and National Development Strategy, which have been recognized to have no focus on promoting use of abundant renewable potential for poverty reduction, development and building environmental resilience.

The project is expected to significantly accelerate the development of small-scale hydropower (SHP) generation in Tajikistan by removing barriers through enabling legal and regulatory framework, capacity building and developing sustainable delivery models, thus substantially avoiding the use of conventional biomass and fossil fuels for power and other energy needs. The project aims to do this by introducing a regulatory framework to supply the grid with electricity generated SHP through sustainable delivery models and financing mechanisms and assist the Government in attracting funding for SHP investments.

## **Conceptual framework**

In accordance with UNDP and GEF M&E policies and procedures, all full and medium-sized UNDP support GEF financed projects are required to undergo a terminal evaluation upon completion of implementation. These terms of reference (TOR) sets out the expectations for a Terminal Evaluation (TE) of the *"Technology transfer and market development for SHP (small-scale hydropower) in Tajikistan" project* (PIMS #4324.)

### **1. SCOPE OF WORK, RESPONSIBILITIES AND DESCRIPTION OF THE PROPOSED WORK**

#### **Description**

The proposed works under the current assignment require the expert to have:

- Sound knowledge of recent GEF Monitoring and Evaluation Policy; **(Criteria B)**
- Sound knowledge about results-based management (especially results-oriented planning, monitoring and evaluation); **(Criteria B)**
- Extensive research and analytical skills; **(Criteria D)**
- Excellent writing and oral communication; **(Criteria D)**
- Leadership skills and ability to work with teams;

- Knowledge of UN system and UNDP; **(Criteria D)**
- Availability to work during the indicated /approved period;
- Computer literacy and ability to effectively use office technology equipment, IT tools;

**Duties and Responsibilities:**

- Desk review of documents, development of draft methodology, detailed work plan and Terminal Evaluation outline (maximum 2-day homework);
- Debriefing with UNDP CO, agreement on the methodology, scope and outline of the Terminal Evaluation report (1 day);
- Interviews with project implementing partner (executing agency), relevant Government, NGO and donor representatives and UNDP/GEF Regional Technical Advisor (maximum 3 days);
- Field visit to the pilot project site and interviews (2 days);
- Debriefing with UNDP (1 day);
- Development and submission of the first Terminal Evaluation report draft (maximum of 9 days). The draft will be shared with the UNDP CO, UNDP/GEF (UNDP/GEF RCU Istanbul) and key project stakeholders for review and commenting;
- Finalization and submission of the final Terminal Evaluation Report through incorporating suggestions received on the draft report (maximum 2 days);
- Supervision of the work of the national consultant (during entire evaluation period).

**Expected outcomes and deadlines:**

Deliverable	Content	Timing	Responsibilities
<b>Inception Report</b>	Evaluator provides clarifications on timing and method	No later than 2 weeks before the evaluation mission.	Evaluator submits to UNDP CO
<b>Presentation</b>	Initial Findings	End of evaluation mission	To project management, UNDP CO
<b>Draft Final Report</b>	Full report, (per annexed template) with annexes	Within 3 weeks of the evaluation mission	Sent to CO, reviewed by RTA, PCU, GEF OFPs
<b>Final Report*</b>	Revised report	Within 1 week of receiving UNDP comments on draft	Sent to CO for uploading to UNDP ERC.

**For detailed information, please refer to annex 1 - Terms of Reference.**

**2. MINIMUM REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS**

The evaluation team member must present the following qualifications:

**I. Academic Qualifications:**

- Advanced post-graduate university degree ( Masters and/or PhD) in Renewable Energy Sources Management, Natural Resource Management, Environmental Economics, Physics or other related areas **(Criteria A)**

**II. Years of experience:**

- At least 10 years of professional experience in providing management or consultancy services to the renewable energy and energy efficiency projects, preferably with components on small hydropower plants development; **(Criteria B)**
- Professional experience in monitoring and / or evaluating of GEF-financed projects for UN or other international development agencies (at least in one project); **(Criteria B)**

**III. Functional competencies:**

- Knowledge and experience with programming development, monitoring and evaluation; **(Criteria C)**
- Consistently approaches work with energy and a positive, constructive attitude;
- Demonstrates openness to change, flexibility, and ability to manage complexities;
- Ability to work under pressure and with multi-disciplinary and multicultural teams and possess excellent inter-personal skills;
- Demonstrates strong written and oral communication skills; **(Criteria C)**
- Remains calm, in control, and good humoured even under pressure;
- Proven networking, team-building, organizational and communication skills;
- Recognized expertise in the renewable energy and energy efficiency and excellent understanding of climate change issues; **(Criteria D)**
- Familiarity with renewable energy and energy efficiency in CIS is an asset; **(Criteria D)**

**IV. Corporate Competencies:**

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

**V. Languages:**

- Fluency in English is required; **(Criteria E)**
- Fluency in Russian will be considered an asset. **(Criteria E)**

**Evaluation of Applicants:**

Candidates will be evaluated on the basis of their qualifications and financial proposal. The award of the contract will be made to the candidate whose offer has been evaluated and determined as:

- responsive/compliant/acceptable, and
- having received the highest score out of a pre-determined set of weighted technical and financial criteria.

Only the highest ranked candidates according to the weighted technical criteria will be considered for the financial evaluation.

Technical Criteria - 70% of total evaluation – max. 70 points:

- Criteria A– max points: 10

- Criteria B – max points: 20
- Criteria C – max points: 15
- Criteria D – max points: 15
- Criteria E – max points: 10

Financial Criteria - 30% of total evaluation – max. 30points

**Selection of the candidate will be based on cumulative scoring (combined technical and financial)**

### **3. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.**

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

- Proposal:
  - Explaining why they are the most suitable for the work
  - Provide a brief methodology on how they will approach and conduct the work
- Financial proposal
- Personal CV including past experience in similar projects and at least 3 references

### **4. FINANCIAL PROPOSAL**

#### **Lump sum contracts**

The financial proposal shall specify a total lump sum amount, and payment terms around specific and measurable (qualitative and quantitative) deliverables (i.e. whether payments fall in installments or upon completion of the entire contract). Payments are based upon output, i.e. upon delivery of the services specified in the TOR. In order to assist the requesting unit in the comparison of financial proposals, the financial proposal will include a breakdown of this lump sum amount (including travel, per diems, and number of anticipated working days).

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

- 1) daily consultancy fee
- 2) travel\*
- 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 - 190 USD, for Regional Centers – 88 USD and elsewhere - 51 USD)

## **5. 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 shall 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 shall be agreed upon, between UNDP Tajikistan and the contracted Individual Consultant, prior to travel and will be reimbursed.

## **6. EVALUATION**

Individual consultants will be evaluated based on the cumulative analysis methodology. The award of the Contract shall be made to the individual consultant whose offer has been evaluated and determined as:

- a) responsive/compliant/acceptable, and
- b) Having received the highest score out of the below set weighted technical and financial criteria.

\* Technical Criteria weight – 70%;

\* Financial Criteria weight – 30%.

Only the highest ranked candidates according to the weighted technical criteria will be considered for the financial evaluation.

## **ANNEXES:**

**ANNEX 1 – TERMS OF REFERENCES (TOR)**

**ANNEX 2 – INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS**

**ANNEX 3 – SAMPLE INDIVIDUAL CONTRACT**

## ANNEX 1 - TERMS OF REFERENCE

### TERMINAL EVALUATION TERMS OF REFERENCE

#### INTRODUCTION

In accordance with UNDP and GEF M&E policies and procedures, all full and medium-sized UNDP support GEF financed projects are required to undergo a terminal evaluation upon completion of implementation. These terms of reference (TOR) sets out the expectations for a Terminal Evaluation (TE) of the “*Technology transfer and market development for SHP (small-scale hydropower) in Tajikistan*” project (PIMS #4324.)

The essentials of the project to be evaluated are as follows:

#### PROJECT SUMMARY TABLE

Project Title:	Technology transfer and market development for SHP in Tajikistan			
GEF Project ID:	4324		<i>at endorsement</i> <i>(Million US\$)</i>	<i>at completion</i> <i>(Million US\$)</i>
UNDP Project ID:	77414	GEF financing:	2.025	2.025
Country:	Tajikistan	IA/EA own:	1.33	1.33
Region:	RBEC	Government:	1.5	6
Focal Area:	Climate Change	Other:	3.67	3.7
FA Objectives, (OP/SP):	CC-SP3-RE (GEF-4)	Total co-financing:	6.5	11.030
Executing Agency:	UNDP	Total Project Cost:	8.525	13.055
Other Partners involved:	Ministry of Energy and Water Resources	ProDoc Signature (date project began):		1 Apr 2012
		(Operational) Closing Date:	Proposed: Apr 2016	Actual: Dec 2017

#### OBJECTIVE AND SCOPE

The project was designed to: significantly accelerate the development of SHP by removing barriers through enabling legal and regulatory framework, capacity building and developing sustainable delivery models, thus substantially avoiding the use of conventional biomass and fossil fuels for power and other energy needs. The project aims to do this by introducing a regulatory framework to supply the grid with electricity generated SHP through sustainable delivery models and financing mechanisms and assist the Government in attracting funding for SHP investments.

The GEF financed, UNDP implemented “Technology transfer and market development for SHP in Tajikistan” is a four-year<sup>1</sup> project implemented directly by UNDP’s Energy and Environment Programme. The responsible national

<sup>1</sup> The project was extended for additional 20 months. The new closing date is 31 December 2017.

partner for the execution of the project is the Ministry of Energy and Water Resources of the Republic of Tajikistan. The project has a GEF budget of USD 2,000,000 and UNDP's co-financing commitments of USD 1,330,000, and the potential co-financing commitments from the Government, private sector and other UNDP projects (including in-kind contribution) is USD 5,120,000. The Project Document was signed between the Ministry of Energy and Industry (currently the Ministry of Energy and Water Resources) of the Republic of Tajikistan and UNDP Country Office on 19 March 2012.

The aim of the project is to initiate UNDP Tajikistan's strategy – the scaling up of pilot activities for the acceleration of progress towards the achievement of MDGs with a particular focus on improving access to renewable energy in rural regions for the purpose of poverty reduction and triggering economic development. Its conceptualization falls within the frame of the Poverty Reduction Strategy III and National Development Strategy, which have been recognized to have no focus on promoting use of abundant renewable potential for poverty reduction, development and building environmental resilience.

The TE will be conducted according to the guidance, rules and procedures established by UNDP and GEF as reflected in the UNDP Evaluation Guidance for GEF Financed Projects.

The objectives of the evaluation are to assess the achievement of project results, and to draw lessons that can both improve the sustainability of benefits from this project, and aid in the overall enhancement of UNDP programming.

## EVALUATION APPROACH AND METHOD

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An overall approach and method<sup>2</sup> for conducting project terminal evaluations of UNDP supported GEF financed projects has developed over time. The evaluator is expected to frame the evaluation effort using the criteria of **relevance, effectiveness, efficiency, sustainability, and impact**, as defined and explained in the UNDP Guidance for Conducting Terminal Evaluations of UNDP-supported, GEF-financed Projects. A set of questions covering each of these criteria have been drafted and are included with this TOR ([Annex C](#)) The evaluator is expected to amend, complete and submit this matrix as part of an evaluation inception report, and shall include it as an annex to the final report.

The evaluation must provide evidence-based information that is credible, reliable and useful. The evaluator is expected to follow a participatory and consultative approach ensuring close engagement with government counterparts, in particular the GEF Operational Focal Point, UNDP Country Office, project team, UNDP GEF Technical Adviser based in the region and key stakeholders. The evaluator(s) is expected to conduct a field mission to Dushanbe, Tajikistan, including the project sites in Ayni, Dusti, Garm and Shohin districts. Interviews will be held with the following organizations and individuals at a minimum: Ministry of Energy and Water Resources (former Ministry of Energy and Industry); Tajik Technical University; Association of Energy Professionals; CJSC "Energoremont"; SUE "Korgohi Mashinasozi"; Tajik-Norwegian Center for Sustainable Development; sHPP operators; local authorities and community leaders.

The evaluation team will review all relevant sources of information, such as the project document, project reports – including Annual APR/PIR, project budget revisions, midterm review, progress reports, GEF focal area tracking tools, project files, national strategic and legal documents, and any other materials that the evaluator considers useful for this evidence-based assessment. A list of documents that the project team will provide to the evaluation team for review is included in [Annex B](#) of this Terms of Reference.

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<sup>2</sup> For additional information on methods, see the [Handbook on Planning, Monitoring and Evaluating for Development Results](#), Chapter 7, pg. 163



## EVALUATION CRITERIA & RATINGS

An assessment of project performance will be carried out, based against expectations set out in the Project Logical Framework/Results Framework (see [Annex A](#)), which provides performance and impact indicators for project implementation along with their corresponding means of verification. The evaluation will at a minimum cover the criteria of: **relevance, effectiveness, efficiency, sustainability and impact**. Ratings must be provided on the following performance criteria. The completed table must be included in the evaluation executive summary. The obligatory rating scales are included in [Annex D](#).

Evaluation Ratings:			
1. Monitoring and Evaluation	rating	2. IA and EA Execution	rating
M&E design at entry		Quality of UNDP Implementation	
M&E Plan Implementation		Quality of Execution - Executing Agency	
Overall quality of M&E		Overall quality of Implementation / Execution	
3. Assessment of Outcomes	rating	4. Sustainability	rating
Relevance		Financial resources	
Effectiveness		Socio-political	
Efficiency		Institutional framework and governance	
Overall Project Outcome Rating		Environmental	
		Overall likelihood of sustainability	

## PROJECT FINANCE / COFINANCE

The evaluation will assess the key financial aspects of the project, including the extent of co-financing planned and realized. Project cost and funding data will be required, including annual expenditures. Variances between planned and actual expenditures will need to be assessed and explained. Results from recent financial audits, as available, should be taken into consideration. The evaluator(s) will receive assistance from the Country Office (CO) and Project Team to obtain financial data in order to complete the co-financing table below, which will be included in the terminal evaluation report.

Co-financing (type/source)	UNDP own financing (mill. US\$)		Government (mill. US\$)		Partner Agency (mill. US\$)		Total (mill. US\$)	
	Planned	Actual	Planned	Actual	Planned	Actual	Actual	Actual
Grants								
Loans/Concessions								
<ul style="list-style-type: none"> <li>• In-kind support</li> </ul>								
<ul style="list-style-type: none"> <li>• Other</li> </ul>								
Totals								

## MAINSTREAMING

UNDP supported GEF financed projects are key components in UNDP country programming, as well as regional and global programmes. The evaluation will assess the extent to which the project was successfully mainstreamed with other UNDP priorities, including poverty alleviation, improved governance, the prevention and recovery from natural disasters, and gender.

## IMPACT

The evaluator will assess the extent to which the project is achieving impacts or progressing towards the achievement of impacts. Key findings that should be brought out in the evaluations include whether the project has demonstrated: a) verifiable improvements in ecological status, b) verifiable reductions in stress on ecological systems, and/or c) demonstrated progress towards these impact achievements.<sup>3</sup>

## CONCLUSIONS, RECOMMENDATIONS & LESSONS

The evaluation report must include a chapter providing a set of **conclusions, recommendations** and **lessons**.

## IMPLEMENTATION ARRANGEMENTS

The principal responsibility for managing this evaluation resides with the UNDP CO in *Tajikistan*. The UNDP CO will contract the evaluator and ensure the timely provision of per diems and travel arrangements within the country for the evaluation team. The Project Team will be responsible for liaising with the evaluation team to set up stakeholder interviews, arrange field visits, coordinate with the Government etc.

## EVALUATION TIMEFRAME

The total duration of the evaluation will be 20 days according to the following plan:

Activity	Timing	Completion Date
Preparation	2 days	5 July 2017
Evaluation Mission	7 days	1 August 2017
Draft Evaluation Report	9 days	25 August 2017
Final Report	2 days	14 September 2017

## EVALUATION DELIVERABLES

The evaluation team is expected to deliver the following:

Deliverable	Content	Timing	Responsibilities
<b>Inception Report</b>	Evaluator provides clarifications on timing and method	No later than 2 weeks before the evaluation mission.	Evaluator submits to UNDP CO
<b>Presentation</b>	Initial Findings	End of evaluation mission	To project management, UNDP CO
<b>Draft Final Report</b>	Full report, (per annexed template) with annexes	Within 3 weeks of the evaluation mission	Sent to CO, reviewed by RTA, PCU, GEF OFPs
<b>Final Report*</b>	Revised report	Within 1 week of receiving UNDP comments on draft	Sent to CO for uploading to UNDP ERC.

\*When submitting the final evaluation report, the evaluator is required also to provide an 'audit trail', detailing how all received comments have (and have not) been addressed in the final evaluation report.

<sup>3</sup> A useful tool for gauging progress to impact is the Review of Outcomes to Impacts (ROtI) method developed by the GEF Evaluation Office: [ROtI Handbook 2009](#)

## TEAM COMPOSITION

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The evaluation team will be composed of *(1 international evaluator and 1 national evaluator)*. The consultants shall have prior experience in evaluating similar projects. Experience with GEF financed projects is an advantage. *The international evaluator is designated team leader and is responsible for finalizing the report.* The evaluators selected should not have participated in the project preparation and/or implementation and should not have conflict of interest with project related activities.

The evaluation team member must present the following qualifications:

**I. Academic Qualifications:**

- Advanced post-graduate university degree ( Masters and/or PhD) in Renewable Energy Sources Management, Natural Resource Management, Environmental Economics, Physics or other related areas

**II. Years of experience:**

- At least 10 years of professional experience for international evaluator and 7 years for national evaluator in providing management or consultancy services to the renewable energy and energy efficiency projects, preferably with components on small hydropower plants development;
- Professional experience in monitoring and / or evaluating of GEF-financed projects for UN or other international development agencies (at least in one project);

**III. Functional competencies:**

- Knowledge and experience with programming development, monitoring and evaluation;
- Consistently approaches work with energy and a positive, constructive attitude;
- Demonstrates openness to change, flexibility, and ability to manage complexities;
- Ability to work under pressure and with multi-disciplinary and multicultural teams and possess excellent inter-personal skills;
- Demonstrates strong written and oral communication skills;
- Remains calm, in control, and good humoured even under pressure;
- Proven networking, team-building, organizational and communication skills;
- Recognized expertise in the renewable energy and energy efficiency and excellent understanding of climate change issues;
- Familiarity with renewable energy and energy efficiency in CIS is an asset;

**IV. Corporate Competencies:**

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

**V. Languages:**

- Fluency in English is required;
- Fluency in Russian will be considered an asset.

## EVALUATOR ETHICS

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Evaluation consultants will be held to the highest ethical standards and are required to sign a Code of Conduct (Annex E) upon acceptance of the assignment. UNDP evaluations are conducted in accordance with the principles outlined in the [UNEG 'Ethical Guidelines for Evaluations'](#)

## **PAYMENT MODALITIES AND SPECIFICATIONS**

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<b>%</b>	<b>Milestone</b>
10%	At contract signing
40%	Following submission and approval of the 1st draft terminal evaluation report
50%	Following submission and approval (by UNDP-CO and UNDP Regional Technical Advisor) of the final terminal evaluation report

## **APPLICATION PROCESS**

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Applicants are requested to apply online ([www.tj.undp.org](http://www.tj.undp.org) ; <http://jobs.undp.org>) by **2 May 2017**. Individual consultants are invited to submit applications together with their CV for these positions. The application should contain a current and complete CV in English with e-mail and phone contact information. Shortlisted candidates will be requested to submit a price offer indicating the total cost of the assignment (including daily fee, per diem and travel costs).

UNDP applies a fair and transparent selection process that will take into account the competencies/skills of the applicants as well as their financial proposals. Qualified women and members of social minorities are encouraged to apply.

## ANNEX A: PROJECT LOGICAL FRAMEWORK<sup>4</sup>

<b>This project will contribute to achieving the following Country Programme Outcome as defined in CPD:</b> Outcome 6: Improved environmental protection, sustainable natural resources management, and increased access to alternative renewable energy.					
<b>Country Programme Outcome Indicators:</b>					
<b>Key Indicator (1):</b> Number of alternative renewable technologies demonstrated.					
<b>Primary applicable Key Environment and Sustainable Development Key Result Area (same as that on the cover page, circle one):</b> Mainstreaming Environment and Energy					
<b>Applicable GEF Strategic Objective and Program:</b> To promote on-grid renewable energy - CC-SP3-RE					
<b>Applicable GEF Expected Outcomes:</b> Total avoided GHG emissions from hydropower generation.					
<b>Applicable GEF Outcome Indicators:</b> Avoided GHG emissions from hydropower generation (tons CO <sub>2</sub> /kWh); and \$/t CO <sub>2</sub> .					
Strategy	Indicator	Baseline	Targets	Means of Verification	Risks and Assumptions
Goal: Reduction of GHG emissions from energy use by rural and remote communities	Avoided GHG emissions from rural communities' energy use by end of project (EOP), ktCO <sub>2</sub>	0	14.4 ktCO <sub>2</sub> <sup>5</sup>	Project Annual reports; GHG emissions monitoring and verification reports, final evaluation	The target for sHPPs was scaled back during the Inception Phase from 27 to 10 sHPPs to the current number of 7 SHPPs based on anticipated delays in building local manufacturing capacity. This scale-back has had the impact of reducing the achievable direct GHG emission reduction targets: <ul style="list-style-type: none"> <li>Cumulative direct GHG reductions to end-of-project (EOP) of less than 2,000 tonnes CO<sub>2</sub> (based on current plans for developing 7 sHPPs plus the</li> </ul>
	Avoided GHG emissions from rural communities' energy use by end of project influence period, 10 years (EOPIP), ktCO <sub>2</sub>	0	59.91 ktCO <sub>2</sub> <sup>6</sup>		

<sup>4</sup> The logical framework has been updated in 2015 as a result of the Mid-term evaluation

<sup>5</sup> The target was revised as a result of the mid-term evaluation in 2015. The overall numbers of the sHPPs have been scaled down from 10 sHPPs to current 7 SHPPs.

<sup>6</sup> The target was revised as a result of the mid-term evaluation in 2015. The overall numbers of the sHPPs have been scaled down from 10 sHPPs to current 7 SHPPs

Strategy	Indicator	Baseline	Targets	Means of Verification	Risks and Assumptions
					<p>completion of 5 sHPPs developed and financed by the GoT ) in comparison to the cumulative EOP target of 45,000 tonnes CO<sub>2</sub>; and</p> <p>Lifetime direct GHG reductions (assuming a 30-yr lifetime of the aforementioned sHPPs) of 59,910 tonnes CO<sub>2</sub> in comparison to the lifetime direct target of 244,000 tonnes CO<sub>2</sub></p>
Objective: Significantly accelerate the development of small-scale hydropower (SHP) by removing barriers through enabling legal and regulatory framework, capacity building and developing sustainable delivery models, thus substantially avoiding the use of conventional biomass and fossil fuels for power and other energy needs.	<ul style="list-style-type: none"> <li>No. of new small hydropower projects under implementation by EOP</li> <li>Minimum No. of fully operational SHPs by EOP</li> <li>Annual electricity generation from newly installed sHPPs by EOP, MWh/yr</li> <li>Cumulative electricity generation from newly installed SHPs by EOPIP, MWh</li> </ul>	<ul style="list-style-type: none"> <li>1</li> <li>0<sup>7</sup></li> <li>0</li> <li>0</li> </ul>	<ul style="list-style-type: none"> <li>10<sup>8</sup></li> <li>5</li> <li>2,430</li> <li>6,500</li> </ul>	<p>Individual SHP project reports, Performance reports of operational SHPs; Project's annual reports, GHG monitoring and verification reports.</p> <p>Project final evaluation report.</p>	Continued commitment of project partners, including Government agencies and investors/developers
<b>Outcomes</b>					

<sup>7</sup> Many SHP constructed in the past are malfunctioning; none connected to the grid and few investments in SHP take place, except for by isolated donor-funded projects

<sup>8</sup> The projects are in various stages of development (assessment , feasibility, construction, operation). The target was revised as a result of the mid-term evaluation in 2015. The overall numbers of the sHPPs have been scaled down from 10 sHPPs to current 7 sHPPs.

Strategy	Indicator	Baseline	Targets	Means of Verification	Risks and Assumptions
<p>Outcome 1: Adapted and enhanced legislative and regulatory framework for small-scale hydropower development in the country.</p>	<ul style="list-style-type: none"> <li>Adopted regulation operationalizing RES Law</li> </ul>	<p>No regulations in support of RES Law</p>	<p>Rules and regulations adopted by end of Year 1</p>	<p>Published documents. Government decrees/laws. Project progress reports</p>	<p>Commitment of the various Government institutions to adopt and capacities to enforce required bylaws are in place; Low turn-over of trained government staff</p>
<p>Output 1.1: Formulated, approved and enforced implementing rules and regulations (IRRs) of the new Law for RES that will facilitate actions geared towards the enhancement of the market environment for SHP</p>	<ul style="list-style-type: none"> <li>Simplified procedures and principles for the licensing and construction of SHP facilities</li> <li>National RE/EE Fund</li> </ul>	<ul style="list-style-type: none"> <li>RES Law includes a number of provisions to facilitate investment in grid-connected RE projects, but they are not operationalized</li> </ul>	<ul style="list-style-type: none"> <li>Procedures adopted by end of Year 1</li> <li>National RE/EE Fund set-up and is operational by end of Year 2</li> </ul>	<ul style="list-style-type: none"> <li>Published IRRs</li> <li>Project report documenting the status of IRRs enforcement</li> <li>Project report on the status of operations of RE and EE Fund</li> <li>Same as above</li> <li>Same as above</li> </ul>	<p>Commitment of the various Government institutions to adopt and capacities to enforce required bylaws are in place</p>
<p>Output 1.2: Central and local government institutions with enhanced capacities to develop and</p>	<ul style="list-style-type: none"> <li># staff members from relevant central and local government institutions trained in developing and coordinating SHP projects</li> </ul>	<ul style="list-style-type: none"> <li>0</li> </ul>	<ul style="list-style-type: none"> <li>30 staff members trained by the end of</li> </ul>	<ul style="list-style-type: none"> <li>Training reports</li> </ul>	<p>Low turn-over of trained central and municipal staff is ensured</p>

Strategy	Indicator	Baseline	Targets	Means of Verification	Risks and Assumptions
coordinate SHP projects.			Year 2	•	
Outcome 2: Enhanced technical and planning know-how and developed market chain for SHP in Tajikistan	<ul style="list-style-type: none"> <li>• % of the total SHP installed cost provided by locally made goods and services</li> </ul>	<ul style="list-style-type: none"> <li>• 5-10%</li> </ul>	<ul style="list-style-type: none"> <li>• 50% by the end of Year 4</li> </ul>	<ul style="list-style-type: none"> <li>• Project report on SHP market chain development</li> </ul>	<ul style="list-style-type: none"> <li>• Potential market chain actors are interested in SHP projects</li> <li>• Demand for SHP is on the rise as a result of establishing favorable policy framework</li> </ul>
Output 2.1: Guidebook on technical and policy aspects of SHP project development (to be used in all trainings to be delivered by the project)	<ul style="list-style-type: none"> <li>• Guidebook on SHP project development</li> </ul>	<ul style="list-style-type: none"> <li>• 0</li> </ul>	<ul style="list-style-type: none"> <li>• Guidebook on SHP project development prepared and disseminated by the end of Year 1</li> </ul>	<ul style="list-style-type: none"> <li>• Published capacity needs assessment</li> <li>• Training reports</li> <li>• Same as above</li> <li>• Same as above</li> <li>• Same as above</li> </ul>	<ul style="list-style-type: none"> <li>• Commitment of partners to release staff for training program is in place</li> <li>• Commitment of universities and technical school to introduce new curricula is in place</li> </ul>
Output 2.2: Local workshops and manufacturers with enhanced capacities to install, construct, manufacture and repair SHP system equipment and components	<ul style="list-style-type: none"> <li>• Technology transfer and capacity development plan prepared for selected local manufacturers</li> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>• 0</li> <li>• 0</li> </ul>	<ul style="list-style-type: none"> <li>• 2 technology transfer and capacity development plan prepared by the end of Year 1</li> </ul>	<ul style="list-style-type: none"> <li>• Project report on SHP market chain development</li> </ul>	<ul style="list-style-type: none"> <li>• Interest of potential SHP market chain actors in provided capacity building and technology transfer is insured</li> </ul>
Output 2.3: Vocational training program for technicians involved in SHP	<ul style="list-style-type: none"> <li>• # of technicians annually undertaking vocational training on SHP</li> </ul>	<ul style="list-style-type: none"> <li>• 0</li> </ul>	<ul style="list-style-type: none"> <li>• 20 technicians annually</li> </ul>	<ul style="list-style-type: none"> <li>• Training report</li> </ul>	<ul style="list-style-type: none"> <li>• Interest of local education institutions</li> </ul>



Strategy	Indicator	Baseline	Targets	Means of Verification	Risks and Assumptions
design/construction and O&M			undertaking vocational training on SHP starting from Year 2		
Outcome 3: Improved confidence on the technical and economic viability of integrated SHP-based rural development model	<ul style="list-style-type: none"> <li>No. of SHP demos/pilots incorporating aspects of productive uses and livelihood support for host communities</li> </ul>	<ul style="list-style-type: none"> <li>0</li> </ul>	<ul style="list-style-type: none"> <li>At least 5 community-owned SHP projects operate on a sustainable basis and at least 5 additional are under construction by the end of Year 4</li> </ul>	Reports on pilot SHPs operations	<p>Availability of local people with sufficient technical education and managerial experience</p> <p>Participation of local level government</p>
Output 3.1: Technical studies, political commitments and institutional framework secured for pilot SHP projects	<ul style="list-style-type: none"> <li>Feasibility studies</li> <li>No. of integrated district development plans (IDDPs)</li> <li>No. of SHP projects in the pipe-line</li> </ul>	<ul style="list-style-type: none"> <li>0</li> <li>0</li> </ul>	<ul style="list-style-type: none"> <li>FS for 2 sites by end of Year 1, 3 sites - by end of Year 2, 5 sites - by end of Year 3</li> <li>IDDP for 2 districts by end of Year 2, 3 districts - by end of Year 3</li> <li>At least 5 further SHP projects</li> </ul>	<p>Report on implementation of pilot SHP projects</p> <p>Integrated District Development Plans</p>	Same as above

Strategy	Indicator	Baseline	Targets	Means of Verification	Risks and Assumptions
		<ul style="list-style-type: none"> <li>• 0</li> </ul>	identified and construction started (without direct project support)		
Output 3.2: Operational SHP demos/pilots in selected communities , demonstrating the viability of the technology and O&M&M models	<ul style="list-style-type: none"> <li>• No. of operational demo/pilot SHP plants by EOP               <ul style="list-style-type: none"> <li>○</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• 0</li> </ul>	<ul style="list-style-type: none"> <li>• 5</li> </ul>	Report on implementation of pilot SHP projects	Same as above
Output 3.3: Pilot SHP operations sustained	<ul style="list-style-type: none"> <li>• No. of PPAs signed for purchase of power from pilot SHP plants by EOP</li> <li>• No. of local business supported in pilot localities</li> </ul>	<ul style="list-style-type: none"> <li>• 0</li> <li>• 0</li> </ul>	<ul style="list-style-type: none"> <li>• At least 2 by the end of Year 3</li> <li>• 5 by the end of Year 4</li> </ul>	Report on implementation of pilot SHP projects	Same as above

Strategy	Indicator	Baseline	Targets	Means of Verification	Risks and Assumptions
Outcome 4: National Scaling-up Programme of Renewable Energy-based Integrated Rural Development	<ul style="list-style-type: none"> <li>Adopted and financed National Scaling-up Program</li> </ul>	N/a	<ul style="list-style-type: none"> <li>Adopted and financed National Scaling-up Program by the end of Year 4</li> </ul>	<ul style="list-style-type: none"> <li>Officially approved and published national scaling up plan</li> </ul>	<ul style="list-style-type: none"> <li>Data on project impacts and results properly documented and made available to consultants</li> </ul>
Output 4.1: Project results assessed, analyzed and compiled into comprehensive national report	<ul style="list-style-type: none"> <li>Project results and Lessons learnt report</li> <li></li> </ul>	<ul style="list-style-type: none"> <li>N/a</li> </ul>	<ul style="list-style-type: none"> <li>Project results and Lessons learnt report prepared by end of Year 4</li> </ul>	<ul style="list-style-type: none"> <li>Project results and Lessons learnt report</li> <li>Project report on GHG emission reduction monitoring</li> </ul>	Data on project impacts and results properly documented and made available to consultants
Output 4.2: Conference on integrated renewable-energy based rural development organized	<ul style="list-style-type: none"> <li>Conference on integrated renewable-energy based rural development</li> </ul>	<ul style="list-style-type: none"> <li>N/a</li> </ul>	<ul style="list-style-type: none"> <li>Conference on integrated renewable-energy based rural development organized by the end of Year 4</li> </ul>	<ul style="list-style-type: none"> <li>Conference report</li> </ul>	Data on project impacts and results properly documented and made available to consultants
Output 4.3: Approved and funded proposal for national scaling up of the SHP demos/pilots	<ul style="list-style-type: none"> <li>Annual amount of governmental incentives allocated to support investment in new SHP plants under the scale-up plan by EOP, US\$</li> </ul>	<ul style="list-style-type: none"> <li>N/a</li> </ul>	<ul style="list-style-type: none"> <li>3,500,000 US\$</li> </ul>	<ul style="list-style-type: none"> <li>Officially approved and published national scaling up plan</li> </ul>	Government commitment to promote SHP development and utilization is sustained

## ANNEX B: LIST OF DOCUMENTS TO BE REVIEWED BY THE EVALUATORS

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<b>Document</b>	<b>Description</b>
<i>Project document</i>	<i>Project Document</i>
<i>Project reports</i>	<i>Inception Report;</i> <i>Mid-Term Review;</i> <i>Project Implementation Reports (PIRs);</i> <i>Steering committee meeting minutes;</i> <i>Annual work plans;</i> <i>Annual financial reports;</i> <i>Audit result;</i> <i>Relevant tracking tools</i>
<i>Annual Project Report to GEF</i>	<i>PIR 2013, PIR 2014, PIR 2015, PIR 2016</i>
<i>Other relevant materials:</i>	<i>Maps, reports of the national and international consultants as relevant, project key document outputs, brochures and other materials</i>

## ANNEX C: EVALUATION QUESTIONS

*This is a generic list, to be further detailed with more specific questions by CO and UNDP GEF Technical Adviser based on the particulars of the project.*

Evaluative Criteria Questions	Indicators	Sources	Methodology
<b>Relevance: How does the project relate to the main objectives of the GEF focal area, and to the environment and development priorities at the local, regional and national levels?</b>			
•	•	•	•
•	•	•	•
•	•	•	•
<b>Effectiveness: To what extent have the expected outcomes and objectives of the project been achieved?</b>			
•	•	•	•
•	•	•	•
•		•	•
<b>Efficiency: Was the project implemented efficiently, in-line with international and national norms and standards?</b>			
•	•	•	•
•	•	•	•
•	•	•	•
<b>Sustainability: To what extent are there financial, institutional, social-economic, and/or environmental risks to sustaining long-term project results?</b>			
•	•	•	•
•	•	•	•
•	•	•	•
<b>Impact: Are there indications that the project has contributed to, or enabled progress toward, reduced environmental stress and/or improved ecological status?</b>			
•	•	•	•
•	•	•	•

## ANNEX D: RATING SCALES

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<p><b>Ratings for Outcomes, Effectiveness, Efficiency, M&amp;E, I&amp;E Execution</b></p> <p>6: Highly Satisfactory (HS): no shortcomings          5: Satisfactory (S): minor shortcomings          4: Moderately Satisfactory (MS)          3: Moderately Unsatisfactory (MU): significant shortcomings          2: Unsatisfactory (U): major problems          1: Highly Unsatisfactory (HU): severe problems</p>	<p><b>Sustainability ratings:</b></p> <p>4. Likely (L): negligible risks to sustainability          3. Moderately Likely (ML): moderate risks          2. Moderately Unlikely (MU): significant risks          1. Unlikely (U): severe risks</p>	<p><b>Relevance ratings</b></p> <p>2. Relevant (R)          1.. Not relevant (NR)</p> <p><b>Impact Ratings:</b></p> <p>3. Significant (S)          2. Minimal (M)          1. Negligible (N)</p>
<p><i>Additional ratings where relevant:</i>          Not Applicable (N/A)          Unable to Assess (U/A)</p>		

## ANNEX E: EVALUATION CONSULTANT CODE OF CONDUCT AND AGREEMENT FORM

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### Evaluators:

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

### Evaluation Consultant Agreement Form<sup>9</sup>

#### 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: \_\_\_\_\_

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<sup>9</sup>[www.unevaluation.org/unegcodeofconduct](http://www.unevaluation.org/unegcodeofconduct)

## ANNEX F: EVALUATION REPORT OUTLINE<sup>10</sup>

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- i. Opening page:
  - Title of UNDP supported GEF financed project
  - UNDP and GEF project ID#s.
  - Evaluation time frame and date of evaluation report
  - Region and countries included in the project
  - GEF Operational Program/Strategic Program
  - Implementing Partner and other project partners
  - Evaluation team members
  - Acknowledgements
- ii. Executive Summary
  - Project Summary Table
  - Project Description (brief)
  - Evaluation Rating Table
  - Summary of conclusions, recommendations and lessons
- iii. Acronyms and Abbreviations  
(See: UNDP Editorial Manual<sup>11</sup>)
1. Introduction
  - Purpose of the evaluation
  - Scope & Methodology
  - Structure of the evaluation report
2. Project description and development context
  - Project start and duration
  - Problems that the project sought to address
  - Immediate and development objectives of the project
  - Baseline Indicators established
  - Main stakeholders
  - Expected Results
3. Findings  
(In addition to a descriptive assessment, all criteria marked with (\*) must be rated<sup>12</sup>)
- 3.1 Project Design / Formulation
  - Analysis of LFA/Results Framework (Project logic /strategy; Indicators)
  - Assumptions and Risks
  - Lessons from other relevant projects (e.g., same focal area) incorporated into project design
  - Planned stakeholder participation
  - Replication approach
  - UNDP comparative advantage
  - Linkages between project and other interventions within the sector
  - Management arrangements
- 3.2 Project Implementation
  - Adaptive management (changes to the project design and project outputs during implementation)
  - Partnership arrangements (with relevant stakeholders involved in the country/region)
  - Feedback from M&E activities used for adaptive management

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<sup>10</sup>The Report length should not exceed 40 pages in total (not including annexes).

<sup>11</sup> UNDP Style Manual, Office of Communications, Partnerships Bureau, updated November 2008

<sup>12</sup> Using a six-point rating scale: 6: Highly Satisfactory, 5: Satisfactory, 4: Marginally Satisfactory, 3: Marginally Unsatisfactory, 2: Unsatisfactory and 1: Highly Unsatisfactory, see section 3.5, page 37 for ratings explanations.



- Project Finance:
- Monitoring and evaluation: design at entry and implementation (\*)
- UNDP and Implementing Partner implementation / execution (\*) coordination, and operational issues

### 3.3 Project Results

- Overall results (attainment of objectives) (\*)
- Relevance(\*)
- Effectiveness & Efficiency (\*)
- Country ownership
- Mainstreaming
- Sustainability (\*)
- Impact

### 4. Conclusions, Recommendations & Lessons

- 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
- Best and worst practices in addressing issues relating to relevance, performance and success

### 5. Annexes

- ToR
- Itinerary
- List of persons interviewed
- Summary of field visits
- List of documents reviewed
- Evaluation Question Matrix
- Questionnaire used and summary of results
- Evaluation Consultant Agreement Form

**ANNEX G: EVALUATION REPORT CLEARANCE FORM**

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*(to be completed by CO and UNDP GEF Technical Adviser based in the region and included in the final document)*

Evaluation Report Reviewed and Cleared by

UNDP Country Office

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

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

UNDP GEF RTA

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

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

## ANNEX 2 – INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS

### GENERAL CONDITIONS OF CONTRACT FOR THE SERVICES OF INDIVIDUAL CONTRACTORS

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

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

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

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

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

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

**4. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them ("Discloser") to the other ("Recipient") during the course of performance of the Contract, and that are designated as confidential ("Information"), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and the Recipient may otherwise use the Discloser's Information solely for the purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the Discloser's prior written consent, as well as to the Recipient's employees, officials, representatives and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Contract. Subject to and without any waiver of the privileges and immunities of

UNDP, the Individual contractor may disclose Information to the extent required by law, *provided that* the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder. These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

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

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

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

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

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

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

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

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

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

**12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:** In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15)

days following the provision of such notice of *force majeure* or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract.

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

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

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

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

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

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

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

**16. AUDITS AND INVESTIGATIONS:**

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

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

relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Individual contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Individual contractor's personnel and relevant documentation. The Individual contractor shall require its agents, including, but not limited to, the Individual contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

**17. SETTLEMENT OF DISPUTES:**

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

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

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

**ANNEX 3**

**UNITED NATIONS DEVELOPMENT PROGRAMME**

**Contract for the services of an Individual Contractor**



No. IC/2013/

Empowered lives.  
Resilient nations.

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

WHEREAS UNDP desires to engage the services of the Individual Contractor on the terms and conditions hereinafter set forth, and:  
WHEREAS the Individual Contractor is ready and willing to accept this Contract with UNDP on the said terms and conditions,  
NOW, THEREFORE, the Parties hereby agree as follows:

**1. Nature of services**

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

**2. Duration**

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

**3. Consideration**

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

DELIVERABLE	DUE DATE	AMOUNT IN USD

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

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

**4. Rights and Obligations of the Individual contractor**

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

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

**5. Beneficiary**

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

Mailing address, email address and phone number of beneficiary: \_\_\_\_\_

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

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

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

**AUTHORIZING OFFICER:**

**INDIVIDUAL CONTRACTOR:**

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_