

Annex I Terms of Reference (TOR)

Mid-Term Review (MTR) of the GEF financed project: "Policy Reforms and Market Transformation of the Energy Efficient Buildings Sector of the I.R. Iran"

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 Mid-term evaluation in the mid of the project implementation. This terms of reference (TOR) sets out the expectations for a Mid-term Review (MTR) of the GEF financed project: Policy Reforms and Market Transformation of the Energy Efficient Buildings Sector of the I.R. Iran (Iran EEEB PIMS 4078).

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

PROJECT SUMMARY TABLE

Project Pol	icy Reforms and Mar	ket Transformation of the	e Enei	rgy Efficient Buildiı	ngs Sector of the I.R. Ir
GEF Project ID: UNDP GEF	3800		<u>at e</u> (US	<u>endorsement</u> S\$)	expenditure as at end of March
Project ID: Atlas award ID: Atlas project ID:	00063735 00080660	GEF financing:	US	\$ 4,000,000	<u>2019 (US\$)</u> US\$ 522,914
Country:	Islamic Republic of Iran	IA/EA own:	for	e Vice Presidency Science and chnology	
Region:	Asia Pacific	Government:	vernment: Co-Financing US\$ 28,391,760		
Focal Area:	Biodiversity	Other:	UNDP Cash US\$125,000		0
FA Objectives, (OP/SP):	Climate Change Mitigation/ Energy Efficiency	Total co-financing:	US	\$ 28,516,760	-
Executing Agency:	The Vice Presidency for Science and Technology	Total Project Cost:	US\$ 32,516,760		US\$ 522,914
Other Partners		ProDoc Signature (date	proj		1 August 2016
involved:		(Operational) Closing Date:		Proposed: 31 Dec 2020	Actual: 31 Dec 2020

OBJECTIVE AND SCOPE

The project was designed to achieve GHG emission reduction in Iran's buildings sector through legislative, policy and regulatory reforms and implementation of cost-effective mitigation measures as well as increasing the share of solar water heating to meet the energy requirements of new buildings and existing stock. Implementation of policies on energy efficiency and developing appropriate means of applying building energy codes are among the interventions of the present project that would lead to reduced GHG emissions. It is envisaged that this objective will be achieved by:





- Reviewing the legislative, policy and regulatory frameworks that impact building efficiency in Iran to come up with enhanced laws, policies and regulations on building energy efficiency, and facilitating their enforcement; revisiting the building code and products standards and labels to develop improved energy efficiency requirements for the design and operation of buildings, as well as improved energy efficiency specifications for appliances and equipment used in buildings; and, enhancing professional infrastructure of the local energy service industry by contributing to the development of a training system on energy efficient and conserving operation, installation and operation of smart BEMS, and maintenance of energy-consuming building facilities and services.
- Developing and implementing demonstration building retrofit projects showcasing combined energy
 efficient and renewable energy measures in demonstration buildings; implementing pilot hybrid energy
 efficiency system (hybrid of fossil and renewable energy sources) in selected buildings; and, piloting of
 energy service (ESCO) business thus stimulating EE market transformation.
- Introducing mechanisms for a competitive energy efficiency and environment market; utilization of sectoral energy price differentials, thus providing the margins for trading of certified energy savings, i.e. white certificates, developing policy framework for promoting energy service and energy efficiency business, identifying and formulating mechanisms for promoting development and diffusion of energy efficient technologies, preparing procedures for developing infrastructures for training energy service professionals and issuing professional certificates, developing a system of quality assurance of energy efficiency and environmental quality services in the building sector, developing a stakeholder awareness-raising campaign and developing proposals for financing mechanisms for households.
- The Project document was signed in August 2016 between UNDP and Presidential Deputy for Science and Technology and has a total budget of \$32,516,760, with \$4,000,000 from GEF, \$125,000 co-financing from UNDP and a pledged \$28,391,760 co-financing from Presidential Deputy for Science and Technology. The project is overseen by a National Project Director and Project Steering Committee and has a Project Central Office in Tehran at the Presidential Deputy for Science and Technology.

The MTR will assess progress towards the achievement of the project objectives and outcomes as specified in the Project Document and the Inception Report and assess early signs of project success or failure with the goal of identifying the necessary changes to be made in order to set the project on-track to achieve its intended results. The MTR will also review the project's strategy, its risks to sustainability.

EVALUATION APPROACH AND METHOD

An overall approach and method¹ for conducting project Mid-Term Review (MTR) of UNDP supported GEF financed projects has developed over time².

The MTR must provide evidence-based information that is credible, reliable and useful. The MTR team³ will review all relevant sources of information including documents prepared during the preparation phase (i.e. PIF, UNDP Initiation Plan, UNDP Environmental & Social Safeguard Policy, the Project Document, Inception Report, project reports including Annual Project Review/PIRs, project budget revisions, lesson learned reports, 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 Tracking Tool submitted to the GEF at CEO endorsement, and the midterm GEF focal area Tracking Tool that must be completed before the MTR field mission begins. A list of documents that the project team will provide to the evaluator for review is included in Annex B of this Terms of Reference.

¹ For additional information on methods, see the <u>Handbook on Planning, Monitoring and Evaluating for</u> Development Results, Chapter 7, pg. 163

² See also Guidance for conducting an MTR here: http://web.undp.org/evaluation/documents/guidance/GEF/midterm/Guidance_Midterm%20Review%20_EN_2014.pdf

The MTR team consists of an international team leader and a national consultant



The MTR team is expected to follow a collaborative and participatory approach⁴ ensuring close engagement with the Project Team, government counterparts (the GEF Operational Focal Point), the UNDP Country Office(s), UNDP-GEF Regional Technical Advisers, and other key stakeholders.

Engagement of stakeholders is vital to a successful MTR⁵ Stakeholder involvement should include interviews with stakeholders who have project responsibilities, including but not limited to UNDP, National Project Director, National Project Manager and PCO team, International and National project consultants, key experts and consultants in the subject area, Project Steering Committee members, project stakeholders (in particular the Ministry of Petroleum, Ministry of Energy, and Ministry of Road and Urban Development), academia, local government and CSOs, etc.

The final MTR report should 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.

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.

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 *Guidance for Conducting Midterm Reviews of UNDP-Supported, GEF-Financed Projects* for further guidelines.
- If there are major areas of concern, recommend areas for improvement.

Results Framework/Logframe (See Annex A):

- 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.

⁴ For ideas on innovative and participatory Monitoring and Evaluation strategies and techniques, see <u>UNDP</u> <u>Discussion Paper: Innovations in Monitoring & Evaluating Results</u>, 05 Nov 2013.

⁵ For more stakeholder engagement in the M&E process, see the <u>UNDP Handbook on Planning, Monitoring and Evaluating for Development Results</u>, Chapter 3, pg. 93.



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	Indicator ⁶	Baseline	Level in	Midterm	End-of-	Midterm	Achieveme	Justificatio
Strategy		Level ⁷	1 st PIR	Target ⁸	project	Level &	nt Rating ¹⁰	n for
			(self-		Target	Assessment ⁹		Rating
			reported)					
Objective:	Indicator (if							
	applicable):							
Outcome	Indicator 1:							
1:	Indicator 2:							
Outcome	Indicator 3:							
2:	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 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

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.

⁹ Colour code this column only

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⁶ Populate with data from the Logframe and scorecards

⁷ Populate with data from the Project Document

⁸ If available

¹⁰ Use the 6 point Progress Towards Results Rating Scale: HS, S, MS, MU, U, HU



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, 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?

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?

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?

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.

Communications:

- 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.

iv. Sustainability

- Validate whether the risks identified in the Project Document, Annual Project Review/PIRs and the ATLAS
 Risk Management Module 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?

<u>Institutional Framework and Governance risks to sustainability:</u>

• 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 & Lessons

The MTR team will include a section of the report setting out the MTR's evidence-based conclusions, in light of the findings¹¹. Conclusions should build on findings and be based in evidence.

Recommendations should be succinct suggestions for critical intervention that are prioritized, 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.

Lesson should have wider applicability to other initiatives across the region, the area of intervention, and for the future.

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.

Alternatively, MTR conclusions may be integrated into the body of the report.
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Table. MTR Ratings & Achievement Summary Table for (Policy Reforms and Market Transformation of the Energy Efficient Buildings Sector of the I.R. Iran)

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

IMPLEMENTATION ARRANGEMENTS

The principal responsibility for managing this evaluation resides with the UNDP CO in **the Islamic Republic of Iran**. The UNDP CO will contract the evaluators 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 Evaluators team to set up stakeholder interviews, arrange field visits, coordinate with the Government etc.

MIDTERM REVIEW TIMEFRAME

The contract will start on 13 June 2019 and expire on 12 September 2019. The duty station will be home-based with one mission to Tehran, Iran.

MIDTERM REVIEW DELIVERABLES

The evaluation team is expected to deliver the following:

Deliverable	Content	Timing	Responsibilities
MTR	MTR team clarifies	No later than 2 weeks	MTR team submits to the
Inception	objectives and methods	before the MTR mission:	Commissioning Unit and project
Report	of Midterm Review	15 July 2019	management
Presentation	Initial Findings	End of MTR mission: 2 Aug 2019	MTR Team presents to project management and the Commissioning Unit
Draft MTR	Full report (using	Within 3 weeks of the	Sent to the Commissioning Unit,
Report	guidelines on content outlined in Annex D) with annexes	MTR mission: 23 Aug 2019	reviewed by RTA, Project Coordinating Unit, GEF OFP
Final MTR Report*	Revised report with audit trail detailing how all received comments have (and have not) been addressed in the final MTR report	Within 1 week of receiving UNDP comments on draft: 4 Sept 2019	Sent to the Commissioning Unit



*When submitting the final MTR 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.

**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.

TEAM COMPOSITION

The evaluation team will be composed of 1 international /1 national evaluator. The consultants shall have prior experience in evaluating similar projects. Experience with GEF financed projects is an advantage. The International consultant will be the team leader and 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.

Main tasks of the MTR Team Leader (International Consultant)

- Lead and manage the evaluation mission;
- Design the detailed evaluation scope and methodology (including the methods for data collection and analysis):
- Recommend the division of labor within the evaluation team;
- Assess the milestones and early achievement of project results and draw lessons that can both improve the sustainability of benefits from this project.
- Frame the evaluation effort using the criteria of relevance, effectiveness, efficiency, sustainability, and impact, as defined and explained in the Guidance For Conducting Midterm Reviews of UNDP-Supported, GEF-Financed Projects.
- Review all relevant sources of information which includes any materials that the review team considers
 useful for this evidence-based assessment, provide evidence-based information that is credible, reliable
 and useful.
- Draft an information synthesis report (in English), and exchange ideas and issues.
- Assess the key financial aspects of the project which will be included in the Midterm Review report and will consider the extent of co-financing planned and realized, and variances between planned and actual expenditures.
- 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.
- Assess the extent to which the project is achieving impacts or progressing towards the achievement of impacts.
- Draft and finalize MTR report, with copies to be made available in English.

Supervision, Review and Acceptance

The International Consultant will lead the work and overall process for the MTR as the team leader and collaborate closely with the National Consultant.

The International Evaluator (team leader) must present the following qualifications:

- Recent experience with result-based management evaluation methodologies;
- Experience applying SMART indicators and reconstructing or validating baseline scenarios;
- Competence in adaptive management, as applied to climate change mitigation projects;
- Experience working with the GEF or GEF-evaluations;
- Experience working in Asia/the Middle East (experience in Iran will be an asset);
- Work experience in relevant technical areas for at least 10 years;
- Demonstrated understanding of issues related to gender; experience in gender sensitive evaluation and analysis.
- Excellent communication skills;



- Demonstrable analytical skills;
- Project evaluation/review experiences within United Nations system will be considered an asset;
- At least a Master's degree in Energy, or other closely related field.

EVALUATOR ETHICS

Evaluation consultants will be held to the highest ethical standards and are required to sign a Code of Conduct (Annex C) 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

Deliverables	Due Dates	Amount (EUR)		
Preparation/Inception Report	15 July 2019 (home-based)	3,500		
Evaluation Mission and National Meetings, interviews, pilot visits	2 August 2019	6,300		
Draft Evaluation Report	23 August 2019 (home-based)	4,200		
Incorporating audit trail from feedback on draft report, Management Response, Final Report	4 Sept 2019 (home-based)	1,400		
Travel Costs	23 August 2019	2,894.32		

Note

- In full consideration for the complete and satisfactory performance of the Services under this contract, UNDP shall pay the Contractor total amount of EUR 18,294.32 (eighteen thousand, two hundred ninety-four Euro and thirty-two cents) based on the above payment schedule.
- Confirmation of the Vice Presidency for Science and Technology on delivery by the consultant, and acceptance by UNDP of all deliverables is a prerequisite to each payment.
- All envisaged travel costs (including ticket to join duty station, visa, accommodation, etc.) must be included in the offeror's financial proposal. The individual offeror should consider the prevailing price for an economy class ticket serving the most direct routes in his /her financial proposal. The cost of ticket, visa and travel insurance will be reimbursed upon submission of copy of ticket and visa before each mission as per actual cost incurred but not exceeding the proposed cost in financial proposal.
- Individual contractor wishing to upgrade his/her travel to business or first class shall do so at his/her own expense.
- The current living allowances in Tehran has been included in the Financial Proposal template. The terminal fee and living allowance will be reimbursed after completion of each mission upon submission of travel claim form and based on the actual rate on travel dates. The cost of each mission is payable only against submission of boarding passes as well as visa, tickets' and all other associated costs' invoices.
- Each payment will be made in Euro upon satisfactory completion of the tasks and respective deliverables as per submission of deliverables/claims by the consultant and the project/UNDP approvals.



- Each payment will be transferred by UNDP through Electronic Fund Transfer to the Euro account number
 of the contractor introduced through completed vendor form and Bank certificate indicating full banking
 information.
- Any payment under this contract will be made using UN Operational Rate of Exchange. For updated rates please see: http://treasury.un.org/operationalrates/OperationalRates.aspx
- Payments will be made according to UNDP regulations as explained in the contract documents.
- The International Consultant shall not do any work, provide any equipment, materials and supplies or perform any other services which may result in any cost in excess of the above-mentioned amount.

Important Notes;

- It is the responsibility of the applicants to find out the places she/he can collect her/his visa. After submitting the proposal, no increase in the cost of visa or associated costs for collecting the visa is accepted.
- The visa can be issued only in less than one week before travel date, so the applicants are recommended to consider refundable tickets, with reasonable cost. Please note that the reimbursement of ticket costs is made as per actual cost of ticket but not above the proposed cost in the Financial Proposal, i.e. no increase in ticket costs is accepted after submission of Financial proposal.

TRAVEL

If travel is required under the contract, the individual consultant shall:

- Obtain the security clearance from UNDP office (the details of travel including date of departure and arrival, accommodation and purpose of travel shall be submitted to UNDP office 2 working days before date of travel)
- Undertake the training courses on Basic Security in the Field and Advanced Security in the Field (only applicable for certain destination; to be checked with UNDP) and provide UNDP with both certificates; the related CD ROMs are available at UNDP office.
- Undertake a full medical examination including x-rays and obtain medical clearance from an UN-approved physician. This is only applicable for the contractors on the age of 65 years or more.
- All envisaged travel costs must be included in the Offeror's financial proposal. This includes all duty
 travels, travels to join duty station and repatriation. The anticipated mission travel has been included in
 the TOR; however, in the event of unforeseeable travel, UNDP and the Individual Contractor will agree
 upon the manner in which travel costs including tickets, lodging and terminal expenses are to be
 reimbursed to the traveler.



ANNEX A: PROJECT LOGICAL FRAMEWORK

Revised Project Logical Framework

This project will contribute to achieving the following Country Programme Outcome as defined in CPAP or CPD:

Outcome 1: Responsible government agencies formulate, implement and monitor integrated natural resource management, low carbon economy, and climate change policies and programmes more effectively

Specifically, this project will contribute to the Output 1.2: Climate change adaptation and mitigation solutions developed and considered for adoption / implementation by the Islamic Republic of Iran. The expected output is the reduction of GHG emissions due to increased energy efficiency in Iran's building sector.

Country Programme Outcome Indicators: 1.2.3: Amount of CO2 equivalent mitigated and energy efficiency/ conservation achieved with a focus on industry and residential sectors

Primary applicable Key Environment and Sustainable Development Key Result Area (same as that on the cover page, circle one): 1. Mainstreaming environment and energy OR 2. Catalysing environmental finance OR 3. Promote climate change adaptation OR 4. Expanding access to environmental and energy services for the poor.

Applicable GEF Strategic Objective and Program:

CCM-2, Energy Efficiency

Applicable GEF Expected Outcomes:

Outcome 2.1: Appropriate policy, legal and regulatory frameworks adopted and enforced

Outcome 2.2: Sustainable financing and delivery mechanisms established and operational

Applicable GEF Outcome Indicators:

Indicator 2.1: Extent to which EE policies and regulations are adopted and enforced (score of 1 to 5)

Indicator 2.2: Volume of investment mobilized



Project Strategy	Objectively Verifia	ble Indicato	rs		Means of Gauging Success	Critical Assumptions
	Indicator	Baseline	Mid-Term Target	End-of- Project Target		
GOAL:	• Cumulative CO2 emission reductions by 2029 from new buildings to be built during project lifetime (2016-2020), Mtons CO2	• 0	• Zero	• 153	Calculations based on the quantitative measurements of energy use in space and water heating and fuel mix, based on standard best practice.	Government will continue building construction at planned rates
OBJECTIVE:	• Average thermal energy consumption for space and water heating in pilot buildings reduced kWh/m2-yr	• 277	• 208	• 208	Quantitative assessment of thermal performance of buildings through M&V procedures by independent evaluation expert/companies	Timely allocation of all project financial resources
	• Average thermal energy consumption for space and water heating in new buildings in Iran by 2029 (residential & non-residential), kWh/m2-yr	• 277	• 160	• 160	Calculations based on the quantitative measurements of energy use in space and water heating and fuel mix, based on standard best practice	Government will continue building construction at planned rates

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COMPONENT 1: LEGISLA	TIVE POLICY AND	DREGILAT	ORV FRAMEV	VORKS		Resilient nations.
Outcome 1: key laws, policies, strategies, regulatory documents, frameworks and studies are approved and in	No of MEEE policy document prepared	• 0	• 1	• 1	Project documents and framework conditions for MEEE work under supervision of IRENEX	MEEE fully established by government
place to provide overall national direction for the cost-effective CO2 mitigation/building EE measures and facilitation of cross-sectoral coordination and coherence for improved enforcement under the MEEE framework.	• Number and scope of policies and innovative models on reducing air pollution on all populations, formulated, adopted, implemented	• 0	•1	• 2	Results of policy review process, and decisions on ECBC and buildings energy performance certificates adopted	MORUB supports adoption and effective enforcement
output 1.1: A completed review of EEEB policies, legislation, standards and regulations and proposed action plan for improving compliance enforcing procedures	• No of policy updates for enhancement of EE policies, laws, regulations and standards to ensure improved EE in building sector.	• 0	• 1	• 2	Project documentationPSC evaluation	Stakeholder engagement fully developed
Output 1.2: Proposed enforcement system for energy efficiency and environment buildings code (EEEBC)	• No of developed EE code enforcement system	• 0	• 0	• 1	 Project documentation PSC evaluation	BHRC and MORUD enforces code strictly and consistently
implementation	No. of reference test laboratories properly	• 0	• 0	• 1	 PSC Evaluation Site visit Project documentation	Government co- financing available

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	equipped and trained to certification of					
	EE building products					
Output 1.3: Energy Management and Information System (EMIS) for buildings established and operational	Number of buildings connected to EMIS and using energy management practices	• 0	• 100	• 300	Monthly/annual energy monitoring reports published using data from EMIS	Pilot buildings fully engaged
Output 1.4: A Cross- Sectoral Strategy and Action Plan (CSSAP) for energy efficiency in building sector inclusive of EEE market (MEEE) mechanisms established,	◆ No. of white certificates generated for sale on MEEE (#Million certificates)	• 0	•10	• 30	IFCO/SATBA/DOE/CEEE documents and evaluations	MEEE regulator body willing to implement
implemented and monitored.	• No. of EEEB projects facilitated, implemented and monitored under the CSSAP	• 0	• 100	• 300	 MEEE regulatory body reports Project documentation 	Supreme energy council willing to implement CSSAP under MEEE
	• Number and scope of policy tools adopted and used to reduce energy consumption	• 0	•2	•3	EMIS operational, EPC issued and White certificates produced	Regulatory framework adopted and in place

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Outcome 2: Improved heating systems and integration of SWH systems in privately owned residential buildings and government-owned buildings.	CO2 emission reduction from implemented EE pilot projects at demo buildings	• Some CO2 emission reductions (not attributed to the project)	• 330 Kton CO ₂ emission reductions cumulatively from pilots in existing buildings (Up to 10 years after project completion)	• 1 Mton CO ₂ emission reductions cumulatively from pilots in existing buildings (Up to 10 years after project completion)	Quantitative assessment of buildings energy performance improvement through M&V procedures by independent evaluation expert/companies	MRV procedure implemented by MEEE PDST/GEF/UNDP fund completely mobilize
	Number of new technologies adopted and scaled up that support more efficient energy use	• 0	• 3	• 6	Investment grade energy audit (IGEA) reports	Co-financing for IGEA secured and paid
	• Amount of CO ₂ equivalent mitigated and energy efficiency/ achieved with a focus on residential sector	• 0	• 50 kt CO2	• 100 kt CO2	Quantitative assessment of energy performance of buildings through M&V procedures by independent evaluation expert/companies	 MRV procedure implemented by MEEE PDST/GEF/UNDP fund completely mobilize
Output 2.1: Business model for installation of SWH systems and their integration with other building energy conservation measures successfully piloted	• No. of successful ESCO business model-designed, engineered, installed, operated and maintained EEEB demo projects	• 0	• 1	• 1	Project documentationPSC Approval	MPO accept the ESCO business model.



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• No of demonstration pilot of heating-cooling insulation building with an integrated fossil-base and renewable energy system consists of CCHP, BEMS and SWH technologies	• 0	• 4	• 8	PSC Approval Site Visit	CEEE, SERI and SUT facilitation
No. of buildings completed and operational pilot projects	• 0	• 100	• 300	 Project Documentation Site Visit	 Host buildings continuously support demo
No. of policy for scaling up and replicate demonstration projects is in place	• 0	• 0	• 1	CEEE&PDST adopted document	 Host buildings continuously support demo
No. of EEEB guidebooks and training materials developed and disseminated	• 0	• 4	• 10	 Project documentation Pilot training program plan Published training material 	 Willing stakeholder participation
_	demonstration pilot of heating- cooling insulation building with an integrated fossil- base and renewable energy system consists of CCHP, BEMS and SWH technologies • No. of buildings completed and operational pilot projects • No. of policy for scaling up and replicate demonstration projects is in place • No. of EEEB guidebooks and training materials developed and disseminated	No of demonstration pilot of heating-cooling insulation building with an integrated fossil-base and renewable energy system consists of CCHP, BEMS and SWH technologies No. of buildings completed and operational pilot projects No. of policy for scaling up and replicate demonstration projects is in place No. of EEEB guidebooks and training materials developed and disseminated	No of demonstration pilot of heating-cooling insulation building with an integrated fossil-base and renewable energy system consists of CCHP, BEMS and SWH technologies No. of buildings completed and operational pilot projects No. of policy for scaling up and replicate demonstration projects is in place No. of EEEB guidebooks and training materials developed and disseminated	No of demonstration pilot of heating-cooling insulation building with an integrated fossilbase and renewable energy system consists of CCHP, BEMS and SWH technologies No. of buildings completed and operational pilot projects No. of policy for scaling up and replicate demonstration projects is in place No. of EEEB guidebooks and training materials developed and	No of demonstration pilot of heating-cooling insulation building with an integrated fossil-base and renewable energy system consists of CCHP, BEMS and SWH technologies No. of buildings completed and operational pilot projects No. of policy for scaling up and replicate demonstration projects is in place No. of EEEB guidebooks and training materials developed and disseminated PSC Approval Project Approval Project Documentation Project Documentation CEEE&PDST adopted document CEEE&PDST adopted document Project documentation Pilot training program plan Published training material



						Resilient nations.
OUTCOME 3: MEEE PROMOTING ESCOS TO NATIONWIDE TRANSFORMATION OF CONSTRUCTION	• No. of Training centers for EEEB practitioners established.	• 0	• 1	• 1	 Project documentation Site visit	Sufficient domestic demand to meet supply
TECHNIQUES FOR A THERMALLY INSULATED BUILDING SHELL AND REDUCED HEATING LOADS AS WELL AS IMPROVED BEHAVIOUR AND ATTITUDE OF BUILDING OWNERS AND ADMINISTRATORS TOWARDS ENERGY USE IN BUILDINGS	Number of new partnerships for EE policy implementation	• 0	• 1	• 2	Project documentation on partnership with Iran energy exchange, IFCO, SATBA, DOE	Willing stakeholder participation
Output 3.1: Operational and continuing capacity development programs, and local EEEB	Developed training program in place	• 0	• 1	• 1	 Project documentation Training materials	Sufficient demand for training
accredited professionals.	Number of ESCO companies engaged in White certificate model implementation	• 0	• 5	• 10	Project documentation	MEEE established and operational
	Number of training courses delivered	• 0	• 10	• 20	Project documentation Training materials	Participants motivated to attend



						Resilient nations.
Output 3.2: Continuing public awareness-raising program on EEEB developed and implemented.	 Level of public awareness about EEB in different target group 	∙Unknown	•Public awareness doubled.	Public awareness tripled.	Nationwide awareness campaigns implemented for at least two years and local campaigns implemented for at least one year by end of project	Ability to resource the campaign and its evaluation
	No. of public awareness campaigns about EEB for different target groups	•0	•2 E.B.	• 5	Project documentation	Sufficient financial resources
	Number of NGOs engaged in promoting sustainable energy use to households	•0	•2	• 3	Project documentation	Willing stakeholder participation
Output 3.3: Sustainable financial schemes for EEEB established and are functional.	No. of established and operational financial schemes	• 0	• 1	• 2	Documentation of the designed financing scheme, including implementation mechanisms, and rules & regulations	• FIs support the funding and implementation of financing schemes for EEEB projects
	• No. of local and international financial institutions providing financing for EEEB project	• 0	• 1	• 2	Signed agreements between financing institution and CEEE	• Financing entities becomes interested in venturing on EEEB projects
COMPONENT4:PROJEC	T MANAGEMENT	UNIT				



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OUTCOME 4: PROJECT STRATEGY UNDERTAKING PLANNED OUTPUTS AND ACTIVITIES AND	• Project implementation progress percentage	• 0	• 40%	• 100%	Midterm and final evaluation based on project deliverables	MEEE established by midterm of project
FINANCIAL RESOURCES FULLY ACHIEVED.	Government Budget allocation percentage achieved	• 0	• 30%	• 100%	Midterm and final evaluation based on project deliverables	PDST acceptance of ESCOs and Knowledge-based companies to allocate financial resource



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

- Project Original Document, Logframe
- UNDP Environmental and Social Screening results
- Project Inception Report
- Strategic Results Framework (and proposed revision of the SRF)
- All Project Implementation Reports (PIR's)
- Quarterly progress reports and work plans of the various implementation task teams
- Audit reports
- Finalized GEF4 focal area Tracking Tools at CEO endorsement and midterm (fill in specific TTs for this project's focal area)
- Capacity Development Scorecard
- All technical reports and plans produced by the project
- Oversight mission reports
- All monitoring reports prepared by the project
- Financial and Administration guidelines used by Project Team

The following documents will also be available:

- Project operational guidelines, manuals and systems
- UNDP country/countries programme document(s)
- Minutes of the Project Steering Committee and other meetings
- Project site location maps



ANNEX C: EVALUATION CONSULTANT CODE OF CONDUCT AND AGREEMENT FORM

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.
- 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.
- 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 ¹²
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:

EB

¹²www.unevaluation.org/unegcodeofconduct



ANNEX D: GUIDELINES ON CONTENTS FOR THE MIDTERM REVIEW REPORT¹³

- 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
 - 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



¹³ The Report length should not exceed 40 pages in total (not including annexes).



- Reporting
- Communications

4.4 Sustainability

- Financial risks to sustainability
- Socio-economic to sustainability
- Institutional framework and governance risks to sustainability
- Environmental risks to sustainability
- 5. Conclusions and Recommendations (4-6 pages)
 - 5.1 Conclusions
 - Comprehensive and balanced statements (that are evidence-based and connected to the 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 (Annex G)
 - 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.)



ANNEX G: EVALUATION REPORT CLEARANCE FORM

(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: ______ Date:

UNDP GEF RTA
Name: _____ Date:



Annex II GENERAL CONDITIONS OF CONTRACTS FOR THE SERVICE OF INDIVIDUAL CONTRACTORS

- 1. LEGAL STATUS: The Individual contractor shall have the legal status of an independent contractor vis-àvis 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 their 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 his or her obligations under the Contract. Should any authority external to UNDP seek to impose any instructions 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 his or her performance of the Contract or otherwise related to his or her obligations under the Contract that may adversely affect the interests of UNDP. The Individual contractor shall perform his or her obligations under the Contract with the fullest regard to the interests of UNDP. The Individual contractor warrants that she or he 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 his or her 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.

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 suspension or 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 or any other terms of the Contract 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 and supplies shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Individual contractor. Such equipment and supplies, 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 and supplies 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 his or her 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 his or her obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to UNDP a perpetual license 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 services 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 officials, representatives, employees, subcontractors 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 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. Notwithstanding the foregoing, the Individual contractor acknowledges that UNDP may, in its sole discretion, disclose the purpose, type, scope, duration and value of the Contract, the name of the Individual contractor, and any relevant information related to the award 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 fare when by air.



UNDP may require the Individual contractor to submit a "statement of good health" from a recognized physician prior to commencement of services 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 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 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 dependents, 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, licenses or other forms of Contract concerning any goods or services to be provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute a contract by UNDP thereto, unless any such undertakings, licenses 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 his or her obligations under the Contract. The Individual contractor shall be solely responsible for all services and obligations performed by his or her 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 his or her 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 his or her 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 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 his or her obligations and meet his or her 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 the 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 or suspension thereof.

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; (c) the Individual contractor makes an assignment for the benefit of one or more of his or her creditors; (d) a Receiver is appointed on account of the insolvency of the Individual contractor; (e) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (f) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of the 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 services 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 as a result of termination of the Contract by the Individual contractor may be withheld from any amount otherwise due to the Individual contractor by 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. The Individual contractor acknowledges and agrees that UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, and the obligations performed thereunder.

The Individual contractor shall provide full and timely cooperation with any post-payment audits or investigations hereunder. Such cooperation shall include, but shall not be limited to, the Individual contractor's obligation to make available any relevant documentation and information for the purposes of a post-payment audit or an investigation at reasonable times and on reasonable conditions. The Individual contractor shall require his or her employees, subcontractors and agents, if any, including, but not limited to, the Individual contractor's attorneys, accountants or other advisers, to reasonably cooperate with any post-payment audits or investigations carried out by UNDP hereunder.

If the findings or circumstances of a post-payment audit or investigation so warrant, UNDP may, in its sole discretion, take any measures that may be appropriate or necessary, including, but not limited to, suspension of the Contract, with no liability whatsoever to UNDP.

The Individual contractor shall refund to UNDP any amounts shown by a post-payment audit or investigation to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. Such amount may be deducted by UNDP from any payment due to the Individual contractor under the Contract.

The right of UNDP to conduct a post-payment audit or an investigation and the Individual contractor's obligation to comply with such shall not lapse upon expiration or prior termination of the Contract.

17. **SETTLEMENT OF DISPUTES**:

AMICABLE SETTLEMENT: UNDP and the Individual contractor shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Contract or the breach, termination or invalidity thereof. Where





the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the parties in writing.

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

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

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

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

Annex III Individual's Information Sheets

Mid-Term Review (MTR) of the GEF financed project: "Policy Reforms and Market Transformation of the Energy Efficient Buildings Sector of the I.R. Iran"

(Please type) **General Information:** Full name of individual: Home address: Telephone no.: Fax no.: E-mail address: Please attach your CV/resume. References: Please provide the full names and contact details of at least two people (not related to you) or organizations/companies with whom/which you have had previous work experience. Please note that if selected, these referees will be contacted for the purpose of reference checking. 1) Full name of referee: **Position/occupation:** Telephone no.: E-mail address: 2) Full name of referee: **Position/occupation:** Telephone no.: E-mail address: Please list your similar previous activities (at least one case) with description of services provided by you. 1) 2) 3) Please write a summary of your educational background and your experience in below areas: Write about your University Degree/s: Write about your experience in below areas: Recent experience with result-based management evaluation methodologies; Experience in applying SMART indicators and reconstructing or validating baseline scenarios; Experience in adaptive management, as applied to climate change mitigation projects;

•	Experience working with the GEF or GEF-evaluations;
•	Experience working in Asia/the Middle East;
•	Work experience in relevant technical areas for at least 10 years;
•	Experience in gender sensitive evaluation and analysis
•	Project evaluation/review experiences within United Nations system;
_	Your knowledge of English (reading, writing and speaking), please rate yourself.
0	No proficiency
Õ	Elementary proficiency
$\tilde{\cap}$	Limited working proficiency
X	Professional working proficiency
\times	Full professional proficiency
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O	Native or bilingual proficiency
	interest: Please write (or attach), in no more than one page, about your motivation and interest in this
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Pl	ease explain your methodol	ogy and approach for ca	arrying out the activi	ities and obtaining the expected outputs.
	ease develop an action plan ith organizations required f			conducted by you including coordination
Ez	xample:			
	Steps	Involved entities (if applicable)	Timeframe	Responsible entity/individual (if applicable)
	ttachments: lease attach following docum	nents:		
	CVAny other relevant do	cuments including copy o	of contracts, publicatio	ons, etc.
o	ther explanations:	2 13		
	ame and signature of the in ame:	dividual		
Si	gnature:			
П	ate:			



Annex IV Financial Proposal

The offeror is asked to provide a Financial Proposal with detailed cost breakdown and separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel and out of pocket expenses should be listed separately.

In case of any equipment component to the service provided, the Financial Proposal should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

Bre	akdown of Cost	Expected No. of days/Qty	Unit/item or Service Price (EURO)	Total Price (EURO)
1	Consultancy fee for preparation/inception Report	5 WD		
2	Consultancy fee for evaluation mission and national Meetings, interviews, pilot visits	9 WD		
3	Consultancy fee for preparation/inception Report	6 WD		
4	Consultancy fee for preparation/inception Report	2 WD		
5	Visa Fee (for 1 mission) ¹	1		
6	Round Trip Airfares to and from duty station ²	1 round ticket		
7	Travel Insurance Costs	1		
8	Terminal Expense (Home-Airport-Hotel-Airport-Home)	1 trip		
9	Living Allowances for Tehran	9 days	Current rate: 110.48	994.32
10	Communication Cost			
11	Miscellaneous cost (if any, please specify the type of co	ost you are ref	erring to)	
	Total (EURO)			[]

Signature:		
Name:	Title:	Date:
Notes:		

- 1. It is the responsibility of the applicants to find out the places she/he can collect her/his visa. After submitting the proposal, no increase in the cost of visa or associated costs for collecting the visa is accepted.
- 2. The visa can be issued only in less than one week before travel date, so the applicants are recommended to consider refundable tickets, with reasonable cost. Please note that the reimbursement of ticket costs is made as per actual cost of ticket but not above the proposed cost in the Financial Proposal, i.e. no increase in ticket costs is accepted after submission of Financial proposal.

