



06 June 2016

INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

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| Country: | Tajikistan |
| Description of Assignment: | International Consultant for Final evaluation of the UNTFHS funded joint Project: “ <i>Empowering Communities with Better Livelihoods and Social Protection</i> ” |
| Period of assignment/services: | 30 working days (15 working days for home desk work and 15 working days of in-country mission (10 days in the capital of the country and 5 days in the target districts)) |
| Period of assignment: | July - Mid of October 2016 |
| Type: | International Consultancy |
| Deadline: | 14 June 2016 |

Application procedures

Interested candidates are should apply online via website www.jobs.undp.org:

- Filled Personal History Form should be uploaded in your account. Please upload the exact P11 form instead of CV or Resume.
- Additional documents should be sent to e-mail address ic.tj@undp.org, for proper evaluation:
- Proposal:
 - state your interest and qualifications for the advertised position
 - provide a brief methodology on how they will approach and conduct the assignment
- 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 materials **by 14 June 2016** via e-mail to ic.tj@undp.org Title of assignment should be written in the subject line of the email

Any request for clarification must be sent in writing, or by standard electronic communication to the address or e-mail: procurement.tj@undp.org.

I. INTRODUCTION

The Project “Empowering Communities with Better Livelihoods and Social Protection” is funded by the UN Trust Fund for Human Security (UNTFHS) aimed at fostering the human security concept, whereby it aims supporting communities and vulnerable groups whose dignity and sustainability have been threatened by economic and social inequalities, and marginalized by their political disadvantages. It also aims at empowering people with better tools to

increase their strength and aspirations that enable creating social, environmental, economic and cultural systems that together give people building blocks for better livelihoods.

The beneficiaries of the joint Project are following 5 districts of the Rasht Valley: Rasht, Nurabad, Tajikabad, Lakhsh (former Jirgatol) and Sangvor (former Tavildara).

The programme has four objectives, which incorporate both ‘Top Down Protection’ and ‘Bottom Up Empowerment’ measures, and represent an integrated approach to improving human security in the target area.

- The **first objective** aims to *improve the food and economic security of the target population through respectively restoring and rebuilding lives and diversifying the agricultural and economic base;*
- The **second objective** aims to *improve the environmental security of the target population* (a) by reducing the vulnerability of communities to natural disasters, working with them to strengthen land management practices; and (b) through improved access to water, irrigation, pasture and energy; and
- The **third and the fourth objectives** aim to improve the health and personal security of the target population by empowering children and women members of the communities through strengthening their rights to legal and other support, ensuring birth registration of all children and civil registration of all marriages, and improving the opportunities of girl children to attend school beyond primary classes.

The main goal of the Project is “**to Improve Economic, Food, Environmental, Health and Personal Security for the Population of the Rasht Valley, Tajikistan**”, which is in line with the national priorities reflected in the Living Standards Improvement Strategy of Tajikistan for 2013-2015 (LSIS), National Development Strategy (NDS) and the MDGs.

The Project applies **Human Security** approach via ‘*Delivering as One UN*’ modality as highly relevant and appropriate given the multisector nature of the Project.

The Project implemented jointly by UN Agencies. The Project implemented with the direct involvement of:

- ❖ **UNDP (lead agency):** improving economic and environmental securities of the target population;
- ❖ **WFP:** improving food security of the target population;
- ❖ **UNICEF:** addressing health, personal securities, education and wash of the target population;
- ❖ **UNFPA:** tackling health security issues of the target population; and
- ❖ **UN Women:** ensuring gender and technical expertise for successful implementation of interventions, which replicates and scales up existing experience.

The above objectives achieved through following Outputs:

1. Improved income generation and food security for vulnerable groups through improved and environmentally sustainable use of available land;
2. Increased income-generation opportunities for women in female headed households;
3. Reduced risk of natural disaster through environmentally sustainable land management practices;
4. Improved access to economic and social infrastructure (sustainable energy, drinking and irrigation water and road to pasture);
5. Capacities in conflict management of local authorities, JRCs, indigenous NGOs and activists in conflict prone communities are enhanced;
6. Improved access to legal, social, and psychological support as well as information on civil registration process for women;
7. Improved access to school for rural girls and better health and other public services for women.

II. OBJECTIVES OF THE EVALUATION

The final evaluation will assess the progress of the Project “Empowering Communities with Better Livelihoods and Social Protection” against stated outputs, as well as identify issues and recommend course corrections. It will also highlight issues and challenges affecting effective and efficient implementation of outputs and their contribution to project outcomes and impact.

Key focus area

The Evaluation mission will assess the Project according to standard evaluation criteria, as elaborated below.

Relevance

- I. Assess the contribution of the Project towards the achievement of national objectives and UNDAF goals/outputs.
- II. Analyze whether the project's overall human security approach addresses the needs and demands of the beneficiaries in gender disaggregated manner (i.e. for men and women, girls and boys).
- III. Assess the relevance and effect of technical assistance of project given to all the beneficiaries.

Effectiveness

- I. Review whether the Project has accomplished its outputs.
- II. Assess the performance of the Project with particular reference to qualitative and quantitative achievements of outputs and targets as defined in the Project documents and work-plans and with reference to the Project baseline.
- III. Analyze the underlying factors within and beyond implementing UN Agencies control that affect the Project (including analysis of the strength, weaknesses, opportunities and threats affecting the achievement of the Project).
- IV. Assess to what extent capacities of local and regional authorities and service providers have been enhanced.
- V. Assess to what extent the Project contributed to economic empowerment of the target group, especially men, women, young people, etc.

Efficiency

- I. Assess whether the Project has utilized Project funding as per the agreed work plan to achieve the projected targets.
- II. Analyze the role of the Project Steering Committee (PSC) and whether this forum is optimally being used for decision making.
- III. Analyze the role of UNCT and efficiency of the joint programming.
- IV. Assess the timeline and quality of the reporting followed by the Project.
- V. Analyze the performance of the M&E mechanism of the Project and the use of various M&E tools (any socio-economic data available to the project etc.).
- VI. Assess the qualitative and quantitative aspects of management and other inputs (such as equipment, monitoring and review and other technical assistance and budgetary inputs) provided by the project vis-à-vis achievement of outputs and targets.
- VII. Identify factors and constraints, which have affected Project implementation including technical, managerial, organizational, institutional and socio-economic policy issues in addition to other external factors unforeseen during the Project design.

Sustainability and Impact

- I. Assess preliminary indications of the degree to which the Project results are likely to be sustainable beyond the Project's lifetime (both at the community and government level), and provide recommendations for strengthening sustainability.
- II. Assess the sustainability of the Project interventions in terms of their effect on environment.
- III. Analyze the emerging impact on the communities for both men and women in terms of food security, income and asset enhancement.

Network /linkages

- I. Evaluate the level, degree and representation by the beneficiaries and stakeholders, (government and donor partners etc.) in the implementation of the Project (with particular attention to the development, testing of community based approaches towards assets creation and income diversification, especially for poor and women and accessing technical assistance inputs outside the project).
- II. Analyze how 'Delivering as One UN' approach ensured addressing the challenges in communication between the UN agencies and improve coordination mechanism in terms of implementation of the joint programmes.
- III. Analyze the overall status and effectiveness of implementing UN Agencies' collaboration;

- IV. Assess the Project's knowledge management strategy and outreach and communications to all stakeholders.

Lessons learnt/ Conclusions

- I. Analyze areas for improved programme planning, especially with respect to setting targets, relevance and capacity of institutions for project decision making and delivery.
- II. Analyze how 'Delivering as One UN' approach encouraged the UN country team to draw on the expertise and comparative advantage of each UN agency in addressing the different insecurities faced by the target population of the country.
- III. Identify significant lessons or conclusions which can be drawn from the Project in terms of effectiveness, efficiency, sustainability and networking. Special attention may be given to the security situation and the coping strategies developed by the project to maintain work momentum.

Products expected from the evaluation

- 1) Inception report with finalized and agreed terms of reference, evaluation matrix, questionnaires and agreed methodology of evaluation (one week after beginning of assignment/contract);
- 2) A comprehensive evaluation report with findings, recommendations, lessons learned, rating on performance.

It is expected that draft report will be submitted to the lead agency (UNDP) in two working weeks after in-country mission, and the final report with all comments and recommendations incorporated submitted to implementing UN Agencies for final endorsement not later than in two working weeks after receipt of consolidated formal feedback with comments to a draft from the implementing UN Agencies.

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

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

Methodology or evaluation approach

The evaluation will be based on the methodology described below, which will be further discussed with the key Project partners and validated by the UNDP in consultation with involved IN Agencies' focal points. The proposed methodology employs results-oriented approach and integrates cross-cutting issues (human rights, gender equality etc.) into the evaluation.

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

- Documentation review (desk study);
- Interviews with key partners and stakeholders;
- Focus groups;
- Field visits;
- Questionnaires;
- Participatory techniques, SWOT analysis and other approaches for gathering and analysis of data.

Integration of *human rights and gender equality* issues into the evaluation requires adherence to three main principles – inclusion, participation, and fair power relations. *Inclusion* refers to paying attention to which groups benefit and which groups contribute to the intervention under review. Groups need to be disaggregated by relevant criteria: disadvantaged and advantaged groups depending on their gender or status (women/men, class, ethnicity, religion, age, location, etc.), duty bearers of various types, and rights-holders of various types in order to assess whether benefits and contributions were fairly distributed by the intervention being evaluated. Evaluating HR & GE must be *participatory*. Stakeholders of the intervention have a right to be consulted and participate in decisions about what will be evaluated and how the evaluation will be done. In addition, the evaluation will assess whether the stakeholders have been able to participate in the design, implementation and monitoring of the intervention. *Fair Power Relations* - When evaluators assess the degree to which power relations changed as a result of an intervention, they must have a full understanding of the context, and conduct the evaluation in a way that supports the empowerment of disadvantaged groups. In addition, evaluators should be aware of their own position of power,

which can influence the responses to queries through their interactions with stakeholders. There is a need to be sensitive to these dynamics (see *UNEG Guidance Document. Integrating Human Rights and Gender Equality in Evaluation*).

Documents to be reviewed

Some of the background documents to be reviewed as part of the outcome evaluation are as follows¹:

- Country Programme Document (CPD) 2010-2015;
- Country Programme Action Plan (CPAP) 2010-2015;
- United Nations Development Assistance Framework (2010-2015);
- Report of the UNTFHS Advisory Group mission (2014);
- Joint Project Document “Empowering Communities with Better Livelihoods and Social Protection”;
- Annual Progress Reports for the 1st and 2nd years Project implementation (and probably Project Completion Report);
- Monitoring and Evaluation tools (Quarterly Progress reports, minutes of the Project Steering Committee meetings etc.).

III. SCOPE OF WORK

Evaluation team

The evaluation team will comprise of **one evaluation expert (international)**, a development consultant who was at no point directly associated with the design and implementation of any of the activities associated with the outcome. The evaluation expert should have knowledge and experience in poverty reduction and economic development, governance and public administration, local and sustainable development, gender and human rights.

One additional independent **national consultant** with the same skills/experience will be recruited to support the mission of the international expert. The Project evaluation expert will have the responsibility for the overall coordination of the evaluation activity and for ensuring final coherence of the report, both in terms of content and presentation.

Skills and Qualifications for Evaluation team members

Each of the consultants should have not less than 10 years of professional development experience and be competent and experienced in some of the following areas:

- University degree in social sciences, management and other related areas;
- More than 10 years (5 years for national consultant) of technical background in poverty reduction, economic development, good governance, public administration, local development issues, pro-poor economic development, private sector in development and human rights;
- Experience and expertise in project design, management, implementation and monitoring and evaluation, policy analysis, development aid and technical cooperation, as well as development management /organizational capacity building programming;
- Knowledge of UN procedures and programme implementation strategies will be additional asset;
- Good report writing skills and advanced computer literacy;
- Ability to make recommendations focused on results and impact, with a strong understanding of value for money concepts;
- Familiarity with the political, economic, social and gender situation in Central Asia (preferably Tajikistan)
- Knowledge of CIS context, preferably Central Asia region (desirable);
- Excellent knowledge of English with proven writing skills; knowledge of Russian language would be an asset - for international evaluation expert;

The international evaluation expert will be allocated 30 working days (15 working days for desk work and 15 working days of in-country mission (*10 days in the capital of the country and 5 days in the target districts*), final workload distribution will be outlined in the inception report) and the national consultant 20 working days for the evaluation assignment including both field and desk work.

¹ Final list of references and sources for desk review will be agreed and stipulated in inception report.

IV. DELIVERABLES AND TIMELINES

Implementation arrangements and logistics support

The implementing UN Agencies through their Project Focal points and the National Project Coordinator will be responsible for coordinating, organizing and managing the evaluation in collaboration with the line ministries, and key government, UN and development partners.

Action Plan for Project Evaluation

Deliverables, activities, and milestones follow this tentative schedule:

| ACTIVITIES | RESPONSIBILITY | TIME-FRAME |
|--|--|----------------------------|
| The Project evaluation is expected to be implemented in the period from July to September 2016 | | |
| a. Desk review, reading of Project-related documentation | International Consultant | Early July 2016 |
| b. Submission of the Inception report with tentative mission agenda | International Consultant | Early August 2016 |
| c. 15-day in country mission and presentation of findings at the end of the mission | International and National Consultants | Early - Mid September 2016 |
| d. First draft of the Project Evaluation report | International and National Consultants | End September 2016 |
| e. Final Project Evaluation report in form and substance satisfactory to implementing UN Agencies, submitted 2 weeks after the receipt of final comments from implementing UN Agencies | International and National Consultant | Mid October 2016 |

Project Evaluation Timeframe

The evaluation is expected to be implemented in the period from July to October 2016. It is preliminary planned that international consultant will have to spend at least 15 working days for desk review of provided documentation, and preparation of inception report, draft and final report. 15-day in-country mission is planned in September 2016 to meet stakeholders and arrange interviews and field visits. The first draft version of report should be provided to implementing UN Agencies by end September 2016.

V. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS

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

- Technical Proposal (Methodology):
 - 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 (standard template attached – to be filled in and signed);
- Personal CV including past experience in similar projects.

VI. FINANCIAL PROPOSAL*

Lump sum contracts

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

- 1) daily consultancy fee (for 30 working days within July-October 2016);
- 2) travel* (air tickets/visa fees);
- 3) living allowances*

*The standard form – “Financial Proposal” (attached as ANNEX 2) to be filled in and signed for this purpose.

* 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 – 88USD and elsewhere – 51USD).

VII. 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.

Other travel/transportation costs related to implementation of the afore-mentioned assignment in Tajikistan and outside will be covered by the project upon prior agreement between UNDP and contracted Individual Consultant.

VIII. EVALUATION

Project evaluation 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 as responsive/compliant/acceptable and having received the highest score out of the below set weighted technical and financial criteria:

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

* Evaluation of Financial Proposal: Criteria weight – 30%

| Technical Proposal Evaluation | | Points (weights) |
|--------------------------------------|--|--|
| 1 | University degree in social sciences, management and other related areas | Max 10 |
| 2 | More than 10 years (5 years for national consultant) of technical background in poverty reduction, economic development, good governance, public administration, local development issues, pro-poor economic development, private sector in development; Knowledge of CIS context, preferably Central Asia region (desirable) and ability to make recommendations focused on results and impact, with a strong understanding of value for money concepts | Max 15 |
| 3 | Proven experience in evaluating and programmes/projects; Experience and expertise in project design, management, implementation and monitoring and evaluation; Experience with development management /organizational capacity building programming; Expertise in policy analysis and economics | Max 15 |
| 4 | Technical proposal (Methodology) submitted for consideration. Relevance of Technical Proposal to effective implementation of outcome evaluation | Max 15 |
| 5 | Good report writing skills and advanced computer literacy | Max 15 |
| | Total Technical | Max 70 points Min 49 points |

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

ANNEXES 1 -TERMS OF REFERENCES (TOR)

ANNEX 2 – FINANCIAL PROPOSAL FORM

ANNEX 3 – INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS

TERMS OF REFERENCE

FOR THE FINAL EVALUATION OF THE UNTFHS FUNDED JOINT PROJECT “EMPOWERING COMMUNITIES WITH BETTER LIVELIHOODS AND SOCIAL PROTECTION”

I. INTRODUCTION

The Project “Empowering Communities with Better Livelihoods and Social Protection” is funded by the UN Trust Fund for Human Security (UNTFHS) aimed at fostering the human security concept, whereby it aims supporting communities and vulnerable groups whose dignity and sustainability have been threatened by economic and social inequalities, and marginalized by their political disadvantages. It also aims at empowering people with better tools to increase their strength and aspirations that enable creating social, environmental, economic and cultural systems that together give people building blocks for better livelihoods.

The beneficiaries of the joint Project are following 5 districts of the Rasht Valley: Rasht, Nurabad, Tajikabad, Lakhsh (former Jirgatol) and Sangvor (former Tavildara).

The programme has four objectives, which incorporate both ‘Top Down Protection’ and ‘Bottom Up Empowerment’ measures, and represent an integrated approach to improving human security in the target area.

- The *first objective* aims to *improve the food and economic security of the target population through respectively restoring and rebuilding lives and diversifying the agricultural and economic base;*
- The *second objective* aims to *improve the environmental security of the target population (a) by reducing the vulnerability of communities to natural disasters, working with them to strengthen land management practices; and (b) through improved access to water, irrigation, pasture and energy; and*
- The *third and the fourth objectives* aim to improve the health and personal security of the target population by empowering children and women members of the communities through strengthening their rights to legal and other support, ensuring birth registration of all children and civil registration of all marriages, and improving the opportunities of girl children to attend school beyond primary classes.

The main goal of the Project is “**to Improve Economic, Food, Environmental, Health and Personal Security for the Population of the Rasht Valley, Tajikistan**”, which is in line with the national priorities reflected in the Living Standards Improvement Strategy of Tajikistan for 2013-2015 (LSIS), National Development Strategy (NDS) and the MDGs.

The Project applies **Human Security** approach via ‘*Delivering as One UN*’ modality as highly relevant and appropriate given the multisector nature of the Project.

The Project implemented jointly by UN Agencies. The Project implemented with the direct involvement of:

- ❖ **UNDP (lead agency):** improving economic and environmental securities of the target population;
- ❖ **WFP:** improving food security of the target population;
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- ❖ **UNFPA:** tackling health security issues of the target population; and
- ❖ **UN Women:** ensuring gender and technical expertise for successful implementation of interventions, which replicates and scales up existing experience.

The above objectives achieved through following Outputs:

1. Improved income generation and food security for vulnerable groups through improved and environmentally sustainable use of available land;
2. Increased income-generation opportunities for women in female headed households;
3. Reduced risk of natural disaster through environmentally sustainable land management practices;
4. Improved access to economic and social infrastructure (sustainable energy, drinking and irrigation water and road to pasture);
5. Capacities in conflict management of local authorities, JRCs, indigenous NGOs and activists in conflict prone communities are enhanced;

6. Improved access to legal, social, and psychological support as well as information on civil registration process for women;
7. Improved access to school for rural girls and better health and other public services for women.

II. OBJECTIVES OF THE EVALUATION

The final evaluation will assess the progress of the Project “Empowering Communities with Better Livelihoods and Social Protection” against stated outputs, as well as identify issues and recommend course corrections. It will also highlight issues and challenges affecting effective and efficient implementation of outputs and their contribution to project outcomes and impact.

Key focus area

The Evaluation mission will assess the Project according to standard evaluation criteria, as elaborated below.

Relevance

- I. Assess the contribution of the Project towards the achievement of national objectives and UNDAF goals/outputs.
- II. Analyze whether the project’s overall human security approach addresses the needs and demands of the beneficiaries in gender disaggregated manner (i.e. for men and women, girls and boys).
- III. Assess the relevance and effect of technical assistance of project given to all the beneficiaries.

Effectiveness

- I. Review whether the Project has accomplished its outputs.
- II. Assess the performance of the Project with particular reference to qualitative and quantitative achievements of outputs and targets as defined in the Project documents and work-plans and with reference to the Project baseline.
- III. Analyze the underlying factors within and beyond implementing UN Agencies control that affect the Project (including analysis of the strength, weaknesses, opportunities and threats affecting the achievement of the Project).
- IV. Assess to what extent capacities of local and regional authorities and service providers have been enhanced.
- V. Assess to what extent the Project contributed to economic empowerment of the target group, especially men, women, young people, etc.

Efficiency

- I. Assess whether the Project has utilized Project funding as per the agreed work plan to achieve the projected targets.
- II. Analyze the role of the Project Steering Committee (PSC) and whether this forum is optimally being used for decision making.
- III. Analyze the role of UNCT and efficiency of the joint programming.
- IV. Assess the timeline and quality of the reporting followed by the Project.
- V. Analyze the performance of the M&E mechanism of the Project and the use of various M&E tools (any socio-economic data available to the project etc.).
- VI. Assess the qualitative and quantitative aspects of management and other inputs (such as equipment, monitoring and review and other technical assistance and budgetary inputs) provided by the project vis-à-vis achievement of outputs and targets.
- VII. Identify factors and constraints, which have affected Project implementation including technical, managerial, organizational, institutional and socio-economic policy issues in addition to other external factors unforeseen during the Project design.

Sustainability and Impact

- I. Assess preliminary indications of the degree to which the Project results are likely to be sustainable beyond the Project’s lifetime (both at the community and government level), and provide recommendations for strengthening sustainability.
- II. Assess the sustainability of the Project interventions in terms of their effect on environment.
- III. Analyze the emerging impact on the communities for both men and women in terms of food security, income and asset enhancement.

Network /linkages

- I. Evaluate the level, degree and representation by the beneficiaries and stakeholders, (government and donor partners etc.) in the implementation of the Project (with particular attention to the development, testing of community based approaches towards assets creation and income diversification, especially for poor and women and accessing technical assistance inputs outside the project).
- II. Analyze how ‘Delivering as One UN’ approach ensured addressing the challenges in communication between the UN agencies and improve coordination mechanism in terms of implementation of the joint programmes.
- III. Analyze the overall status and effectiveness of implementing UN Agencies’ collaboration;
- IV. Assess the Project’s knowledge management strategy and outreach and communications to all stakeholders.

Lessons learnt/ Conclusions

- I. Analyze areas for improved programme planning, especially with respect to setting targets, relevance and capacity of institutions for project decision making and delivery.
- II. Analyze how ‘Delivering as One UN’ approach encouraged the UN country team to draw on the expertise and comparative advantage of each UN agency in addressing the different insecurities faced by the target population of the country.
- III. Identify significant lessons or conclusions which can be drawn from the Project in terms of effectiveness, efficiency, sustainability and networking. Special attention may be given to the security situation and the coping strategies developed by the project to maintain work momentum.

Products expected from the evaluation

- 1) Inception report with finalized and agreed terms of reference, evaluation matrix, questionnaires and agreed methodology of evaluation (one week after beginning of assignment/contract);
- 2) A comprehensive evaluation report with findings, recommendations, lessons learned, rating on performance.

It is expected that draft report will be submitted to the lead agency (UNDP) in two working weeks after in-country mission, and the final report with all comments and recommendations incorporated submitted to implementing UN Agencies for final endorsement not later than in two working weeks after receipt of consolidated formal feedback with comments to a draft from the implementing UN Agencies.

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

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

Methodology or evaluation approach

The evaluation will be based on the methodology described below, which will be further discussed with the key Project partners and validated by the UNDP in consultation with involved IN Agencies’ focal points. The proposed methodology employs results-oriented approach and integrates cross-cutting issues (human rights, gender equality etc.) into the evaluation.

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

- Documentation review (desk study);
- Interviews with key partners and stakeholders;
- Focus groups;
- Field visits;
- Questionnaires;
- Participatory techniques, SWOT analysis and other approaches for gathering and analysis of data.

Integration of *human rights and gender equality* issues into the evaluation requires adherence to three main principles – inclusion, participation, and fair power relations. *Inclusion* refers to paying attention to which groups benefit and which groups contribute to the intervention under review. Groups need to be disaggregated by relevant criteria: disadvantaged and advantaged groups depending on their gender or status (women/men, class, ethnicity, religion, age, location, etc.), duty bearers of various types, and rights-holders of various types in order to assess

whether benefits and contributions were fairly distributed by the intervention being evaluated. Evaluating HR & GE must be *participatory*. Stakeholders of the intervention have a right to be consulted and participate in decisions about what will be evaluated and how the evaluation will be done. In addition, the evaluation will assess whether the stakeholders have been able to participate in the design, implementation and monitoring of the intervention. *Fair Power Relations* - When evaluators assess the degree to which power relations changed as a result of an intervention, they must have a full understanding of the context, and conduct the evaluation in a way that supports the empowerment of disadvantaged groups. In addition, evaluators should be aware of their own position of power, which can influence the responses to queries through their interactions with stakeholders. There is a need to be sensitive to these dynamics (see *UNEG Guidance Document. Integrating Human Rights and Gender Equality in Evaluation*).

Documents to be reviewed

Some of the background documents to be reviewed as part of the outcome evaluation are as follows²:

- Country Programme Document (CPD) 2010-2015;
- Country Programme Action Plan (CPAP) 2010-2015;
- United Nations Development Assistance Framework (2010-2015);
- Report of the UNTFHS Advisory Group mission (2014);
- Joint Project Document “Empowering Communities with Better Livelihoods and Social Protection”;
- Annual Progress Reports for the 1st and 2nd years Project implementation (and probably Project Completion Report);
- Monitoring and Evaluation tools (Quarterly Progress reports, minutes of the Project Steering Committee meetings etc.).

III. SCOPE OF WORK

Evaluation team

The evaluation team will comprise of **one evaluation expert (international)**, a development consultant who was at no point directly associated with the design and implementation of any of the activities associated with the outcome. The evaluation expert should have knowledge and experience in poverty reduction and economic development, governance and public administration, local and sustainable development, gender and human rights.

One additional independent **national consultant** with the same skills/experience will be recruited to support the mission of the international expert. The Project evaluation expert will have the responsibility for the overall co-ordination of the evaluation activity and for ensuring final coherence of the report, both in terms of content and presentation.

Skills and Qualifications for Evaluation team members

Each of the consultants should have not less than 10 years of professional development experience and be competent and experienced in some of the following areas:

- University degree in social sciences, management and other related areas;
- More than 10 years (5 years for national consultant) of technical background in poverty reduction, economic development, good governance, public administration, local development issues, pro-poor economic development, private sector in development;
- Experience and expertise in project design, management, implementation and monitoring and evaluation, policy analysis, development aid and technical cooperation, as well as development management /organizational capacity building programming;
- Knowledge of UN procedures and programme implementation strategies will be additional asset;
- Good report writing skills and advanced computer literacy;
- Ability to make recommendations focused on results and impact, with a strong understanding of value for money concepts;
- Familiarity with the political, economic, social and gender situation in Central Asia (preferably Tajikistan)
- Excellent knowledge of Russian, Tajik and good knowledge of English.

The international evaluation expert will be allocated 30 working days (15 working days for desk work and 15

² Final list of references and sources for desk review will be agreed and stipulated in inception report.

working days of in-country mission (*10 days in the capital of the country and 5 days in the target districts*), final workload distribution will be outlined in the inception report) and the national consultant 20 working days for the evaluation assignment including both field and desk work.

IV. DELIVERABLES AND TIMELINES

Implementation arrangements and logistics support

The implementing UN Agencies through their Project Focal points and the National Project Coordinator will be responsible for coordinating, organizing and managing the evaluation in collaboration with the line ministries, and key government, UN and development partners.

Action Plan for Project Evaluation

Deliverables, activities, and milestones follow this tentative schedule:

| ACTIVITIES | RESPONSIBILITY | TIME-FRAME |
|--|--|----------------------------|
| The Project evaluation is expected to be implemented in the period from July to September 2016 | | |
| a. Desk review, reading of Project-related documentation | International Consultant | Early July 2016 |
| b. Submission of the Inception report with tentative mission agenda | International Consultant | Early August 2016 |
| c. 15-day in country mission and presentation of findings at the end of the mission | International and National Consultants | Early - Mid September 2016 |
| d. First draft of the Project Evaluation report | International and National Consultants | End-September 2016 |
| e. Final Project Evaluation report in form and substance satisfactory to implementing UN Agencies, submitted 2 weeks after the receipt of final comments from implementing UN Agencies | International and National Consultant | Mid-October 2016 |

Project Evaluation Timeframe

The evaluation is expected to be implemented in the period from July to October 2016. It is preliminary planned that international consultant will have to spend at least 15 working days for desk review of provided documentation, and preparation of inception report, draft and final report. 15-day in-country mission is planned in September 2016 to meet stakeholders and arrange interviews and field visits. The first draft version of report should be provided to implementing UN Agencies by end September 2016.

FINANCIAL PROPOSAL FORM

Breakdown of costs supporting the all-inclusive financial proposal

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

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

A. Breakdown of cost by components (in US dollars)

| <i>Cost components</i> | <i>Unit cost</i> | <i>Quantity</i> | <i>Total rate for the Contract Duration</i> |
|--|------------------|-----------------|---|
| I. Personnel Cost | | | |
| Professional fee | | | |
| Life insurance | | | |
| Medical insurance | | | |
| Communication | | | |
| Other (pls. specify) | | | |
| TOTAL | | | |
| II. Duty Travel | | | |
| Travel to duty station(if required) | | | |
| Living allowance (<i>10 days in the capital of the country and 5 days in the target districts</i>) | | | |
| Travel Insurance | | | |
| Others (pls. specify) | | | |
| TOTAL | | | |

- *Travel to Regional Centers will be arranged by UNDP*

B. Breakdown of cost by deliverables (the above lump sum to be divided between deliverables)

| # | Deliverables <i>(as in the Terms of Reference)</i> | Indicative time-frame <i>(subject to revision)</i> | Percentage (%) of Total Price <i>(Weight for payment)</i> | Amount <i>(in US dollars)</i> |
|---|---|--|---|---|
| 1 | Deliverable #1: Submission of the Inception report | | 20% | |
| 2 | Deliverable #2: 20-day in country mission and presentation of findings at the end of the mission | | 30% | |
| 3 | Deliverable #3: First draft of the Evaluation report | | 25% | |
| 4 | Deliverable #4: Final Evaluation report in form and substance satisfactory to UNDP, submitted 2 weeks after | | 25% | |

| | | | | |
|--|---|--|-------------|--|
| | the receipt of final comments from the implementing UN Agencies | | | |
| | TOTAL | | 100% | |

*Basis for payment tranches;

*The lump sum includes also travel and living allowances indicated on the first page.

| | | |
|---------------------|-------------------|--------------|
| Proposed by: | Signature: | Date: |
|---------------------|-------------------|--------------|

ANNEX 3
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 done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Individual contractor.

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

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

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

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

is appointed on account of the insolvency of the Individual contractor ; (d) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (e) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of its obligations under the Contract.

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

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

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

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

16. AUDITS AND INVESTIGATIONS:

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

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

17. SETTLEMENT OF DISPUTES:

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

ARBITRATION: Any dispute, controversy or claim between the parties arising out of the Contract, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the

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

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