

## INDIVIDUAL CONSULTANT PROCUREMENT NOTICE



Ref: [PMU /01/2019/Study-A1](#)

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**Country:** Pakistan

**Description of the assignment:** To hire a consultant for conducting Gender Analysis in SFM Project areas

**Project name:** Sustainable Forest Management (SFM) Project

**Period of assignment/services (if applicable):**

Please submit your Technical and Financial proposals to the following address: not later than **15<sup>th</sup> February 2019**.

Address: **The Project Management Unit, Ministry of Climate Change, Government of Pakistan, House No 1055, Street 45-B, E-11/3, Islamabad, Pakistan, Phone: +92-51838067**

Email: [khanghulam69@gmail.com](mailto:khanghulam69@gmail.com)

**Kindly write the following on top left side of the envelop or email subject line**  
**"PMU /01/2019/Study-A1"**

**Important note for email submissions:** Please put **"PMU/01/2019/Study-A1"** in the subject line. Further, our system will not accept emails those are more than 3.5 MB size. If required, segregate your emails to accommodate email data restrictions. For segregated emails please use sequence of emails like Email 1, Email 2 .... in the subject line. For attachment purposes please only use MS Word, Excel, Power Point or PDF formats.

If you request additional information, please write to [khanghulam69@gmail.com](mailto:khanghulam69@gmail.com). The team will provide necessary information within due date. However, any delay in providing such information will not be considered a reason for extending the submission date of your proposal. All/any query regarding the submission of the proposal may be sent prior to the deadline at the e-mail/address mentioned above.

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## 1. BACKGROUND

Forests provide provisioning, regulatory, cultural, and supportive services in the ecosystem to sustain life. Provisioning services include fresh water, and other resources like fuel-wood, timber, fodder, honey, gum, medicinal plants and other sources of livelihood support to the people living there. The regulating services are in the form of preventing soil erosion, supplying the soil with nutrients required for plant growth, insects and wind pollinate plants and trees that are essential for the development of fruits, vegetables and seeds. Forests also regulate pests and diseases through the activities of predators and parasites. The forests provide habitat for viable populations of native species, maintain clean water and productive soils. The forest industry has helped to sustain communities and is a key contributor to rural, regional, and provincial economies.

Forests also provide many socio-economic and cultural benefits to the local communities, including recreational and outdoor tourism activities, hunting and fishing opportunities, firewood cutting for meeting domestic needs, and many other outdoor pursuits that citizens regard as part of their cultural heritage. Forests protect watersheds, used as a source for drinking water, irrigation, and power generation. Forest biodiversity, ecosystems and natural landscapes have been the source of inspiration for much of the art, culture and increasingly for development of science in the country.

Sustainable Forest Management (SFM) to secure multiple benefits in Pakistan's high conservation value forests (Project ID: 00094079; PIMS: 4674) is a joint initiative/project of Government of Pakistan, Global Environmental Facility (GEF) and United Nation Development Program (UNDP). It targets Pakistan's Western Himalayan Temperate Coniferous, Sub-tropical broadleaved evergreen thorn (Scrub) and Riverine forests for biodiversity conservation, mitigation of climate change and securing of forest ecosystem services.

It is a five years project. Ministry of Climate Change (MCC) is the implementing agency for this project.

The project main outcomes are as under:

**Outcome 1: Embedding SFM into landscape-scale spatial planning**

It is about the incorporation of sustainable forest management objectives and safeguards in forest management planning, forestland allocation and compliance of monitoring systems at the local level.

**Outcome 2: Biodiversity conservation strengthened in and around High Conservation Value Forests**

This is about to identify, demarcate and implement on-the-ground approaches to improving management of high conservation value forests within seven landscapes covering an area of 67,861 ha with the aim of meeting the life requisites of the target species, and habitats such as breeding areas, feeding areas, water sources, dispersal and connectivity corridors, etc.

**Outcome 3: Enhanced carbon sequestration in and around HCVF in target forested landscapes**

The outcome of enhancing carbon sequestration is about a combination of combination of restoration and reforestation of 10,005 ha of degraded conifer forests; 3,400 ha of degraded scrub forests, and reforestation of 13,099 ha of Riverine forests with native species.

Achievement of the SFM aims and objectives can only be possible through bringing an attitudinal change among the communities living near or in the forest areas selected for the implementation of project activities. If the local communities didn't own the interventions of the SFM project, then it will be a useless attempt for establishing the governance mechanism used in sustainable forest management. In Pakistan rural areas, women are fully involved in all tasks conducted for meeting the households' needs. Women are equally taking part with their males in activities having relations with forest, agriculture, livestock and household matters. In other words, women are the natural managers. Without involving them in project activities, ownership for the project interventions will be partial. Thus, it is essential to conduct a study on gender assessment in the project areas to find out ways and means for involving them in project activities to ensure lasting impact of the project in the areas.

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

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### **1. To whom to report the outcome:**

The consultant will report directly to the Project Manager, PMU, SFM Project.

The scope of work includes field visits to the project sites, meetings with the stakeholders and communities living in and nearby forest areas at the project sites. The document developed as a result of this must clearly state the gender analysis to spell out ownership, rights and access to the resources present in the project area, pattern of decision making, barriers for women and marginalized

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people in the area to take part in decision making, freedom to start their business and get specialized trainings useful in diversification of their means of income

## 1. Tasks to be performed:

SFM Project (GEF/UNDP) intends to hire an individual consultant to conduct ***“study on gender analysis in the SFM project areas.”***

**Project area:** Sustainable forest management project implements its activities in seven different landscapes: two of the landscapes are located within the Temperate Coniferous forests of Siren and Kaghan in Mansehra District, Khyber Pakhtunkhwa (KP), Chakwal, Kahuta and Kalar Syedan in Punjab and Sukkur and Dhingano-Lakhat (Nawab Shah) Riverine Forests in Sindh.

Objective:

The overall goal of the consultancy is to conduct gender analysis for knowing about who owns the resources, who have the right to use it and take benefits from it, who makes the decisions, who needs what and who knows what about the forest resources in the project landscapes.

### **Specific objectives**

The more specific objectives of this consultancy are:

- to identify roles and responsibilities of women and men in extracting forest resources,
- to explore decision-making roles of women and men in access to and control over resources at the household level,
- to find out the leadership and decision-making statuses of women at household and community levels.
- to assess general challenges women are facing in the area and opportunities for them, and
- to recommend possible solutions for the identified challenges.

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In pursuance of the above listed objectives, the consultant will undertake several activities including, without limitation, as follows.

- Undertake SWOT analysis to assess the level of gender integration and identification of enablers and barriers for integration.
  - Undertake gender vulnerability assessment with climate change, loss in biodiversity and degradation of forest cover to determine its causative impacts on gender.
  - Carry out a gender analysis of the proposed project activities, and based on socially or culturally defined gender roles provide site specific recommendations on how to mainstream gender into project activities during implementation of SFM measures as well as for decision making processes and policy influencing
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- Provide recommendations on gender specific information gathering and collection of gender-disaggregated data for use in implementation of sustainable forest management activities
  - Identify gender responsive livelihood options contributing to the enhancement in vegetation cover, conservation of biodiversity and mitigation of climate changes' impacts in the area.
  - Produce a gender mainstreaming strategy for the project which should include measurable gender related targets and gender-sensitive indicators for monitoring the progress of gender mainstreaming during project implementation
  - Provide a list of practical tools that will assist project implementers in integrating gender equality in all project activities
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### **3. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS**

#### **Qualification:**

The consultant should possess degree in Forestry, Environment /social sciences or related to the discipline of gender study, with at least minimum 10-15 years working experience in the development sector and management of natural resources in the country.

#### **Experience:**

The Individual Consultant should demonstrate relevant personal experience and expertise to conduct the scope of work mentioned above. The Individual Consultant will have;

- At least 10-15 years' experience in the development sector and management of natural resources in the country
- Proven track record of working in the development sector
- Direct experience of working with women in development
- Practical project implementation with the main focus of gender mainstreaming
- Excellent written, communication and presentation skills in English
- Excellent human relations, coordination and planning skills

#### **Documents Required**

1. CV of the consultant and filled attached P-11 form along with attested copies of all academic and professional credentials.
2. Brief description of why the individual consider him/herself is the most suitable person for this assignment and a methodology on how the study will be conducted.

#### **Important Note:**

1. The NPM-SFM, shall supervise the study.
2. All data and maps produced during the contract period shall be submitted both in soft and hard form.
3. All the data, and pictures produced by the consultant for the said task shall be the property of

the SFM Project. The consultant shall not share and use data and pictures for any other purpose/ job without the explicit written approval of NPD/NPM-SFM.

4. The Individual Consultant may be required to perform any other services deemed necessary by the Client during the execution of this Contract towards the achievement of general objectives as given above.
5. In case the Individual Consultant fails to fulfill the contractual obligations and violate the contract agreement, the contract agreement shall be terminated, and consultancy provider shall not be liable to make any pending claims.

The Individual Consultant will provide at least 5 most relevant projects already conducted to demonstrate his/her capability of undertaking this task.

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

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

##### **1. Proposal:**

- i) Explaining why you are the most suitable person for this task
- ii) Provide a brief methodology on how you will carry out the stated task in Kaghan.

##### **2. Financial proposal**

3. **Personal CV** including experience in similar projects and at least 3 references

4. **P-11 Form** duly completed

#### **5. FINANCIAL PROPOSAL**

##### **Lump sum contracts**

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

#### **6. EVALUATION**

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

- i) Responsive/compliant/acceptable, and
  - ii) Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation.
- a. Technical Criteria weight: 70%
  - b. Financial Criteria weight: 30%

Only candidates obtaining a minimum of 49 out of 70 points would be considered for the Financial

Evaluation

Criteria	Weight	Max. Point
<b><i>Technical Competencies</i></b>	<b>70</b>	<b>70</b>
<ul style="list-style-type: none"> <li>• The consultant should possess degree in Forestry, Environment /social sciences or related to the development of policies</li> </ul>	10	10
At least at least minimum 10-15 years working experience in the development sector and management of natural resources in the country.	30	30
<ul style="list-style-type: none"> <li>• Demonstrate experience in working on policies development</li> </ul>	30	30
Financial proposal	<b>30</b>	30
<b>Total Score</b>	<b>Technical score 70+30 Financial</b>	

Weight per Technical Competence	
Weak: Below 70%	The individual consultant/contractor has demonstrated a <b>WEAK</b> capacity for the analyzed competence
Satisfactory: 70-75%	The individual consultant/contractor has demonstrated a <b>SATISFACTORY</b> capacity for the analyzed competence
Good: 76-85%	The individual consultant/contractor has demonstrated a <b>GOOD</b> capacity for the analyzed competence
Very Good: 86-95%	The individual consultant/contractor has demonstrated a <b>VERY GOOD</b> capacity for the analyzed competence
Outstanding: 96-100%	The individual consultant/contractor has demonstrated an <b>OUTSATNDING capacity</b> for the analyzed competence

## 7. Mode of Payment

- 50% on signing of the contract, 30% on signing of 1<sup>st</sup> draft report and 20% upon incorporating the views and recommendations on the 1<sup>st</sup> draft report and receiving of the final report.

## ANNEX

- ANNEX A - TERMS OF REFERENCES (TOR)**
- ANNEX B - LIST OF DOCUMENTS FOR REVIEW**
- ANNEX C - PROJECT LOGICAL FRAMEWORK (PLANNING MATRIX)**
- ANNEX D - EVALUATION CRITERIA AND RATING SCALE**
- ANNEX E - TERMINAL EVALUATION REPORT OUTLINE**
- ANNEX F - CODE OF CONDUCT IN PROJECT EVALUATION**
- ANNEX G - PRESCRIBED FORMAT (P11 FORM) FOR APPLICANT**
- ANNEX H- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS**
- ANNEX I- PROPOSAL SUBMISSION FORM**
- ANNEX J- OFFEROR'S LETTER TO UNDP**
- ANNEX K- FINANCIAL PROPOSAL**

**TERMS OF REFERENCES (TOR)  
INDIVIDUAL CONTRACTOR**

**Job Category** Individual Consultant

**Career Level** Consultancy

**Job Type:** Consultant

**Position** 1

**Agency / Project** PMU-SFM Project

**Duration** 2 Months

**City / Location** Islamabad

**Country** Pakistan

**Posted on:**

**Last date of apply** **15<sup>th</sup> February 2019**

**Qualifications & Experience** The consultant should possess degree in Forestry, Environment /social sciences or related to the discipline of gender study, with at least minimum 10-15 years working experience in the development sector and management of natural resources in the country.

**Background & Organizational Context**

Forests provide provisioning, regulatory, cultural, and supportive services in the ecosystem to sustain life. Provisioning services include fresh water, and other resources like fuel-wood, timber, fodder, honey, gum, medicinal plants and other sources of livelihood support to the people living there. The regulating services are in the form of preventing soil erosion, supplying the soil with nutrients required for plant growth, insects and wind pollinate plants and trees that are essential for the development of fruits, vegetables and seeds. Forests also regulate pests and diseases through the activities of predators and parasites. The forests provide habitat for viable populations of native species, maintain clean water and productive soils. The forest industry has helped to sustain communities and is a key contributor to rural, regional, and provincial economies.

Forests also provide many socio-economic and cultural benefits to the local communities, including recreational and outdoor tourism activities, hunting and fishing opportunities, firewood cutting for

meeting domestic energy needs, and many other outdoor pursuits that citizens regard as part of their cultural heritage. Forests protect watersheds, used as a source for drinking water, irrigation, and power generation. Forest biodiversity, ecosystems and natural landscapes have been the source of inspiration for much of the art, culture and increasingly for development of science in the country.

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It is a five years project. Ministry of Climate Change (MCC) is the implementing agency for this project.

The project's main outcomes are as under:

**Outcome 1: Embedding SFM into landscape-scale spatial planning**

It is about the incorporation of sustainable forest management objectives and safeguards in forest management planning, forestland allocation and compliance of monitoring systems at the local level.

**Outcome 2: Biodiversity conservation strengthened in and around High Conservation Value Forests**

This is about to identify, demarcate and implement on-the-ground approaches to improving management of high conservation value forests within seven landscapes covering an area of 67,861 ha with the aim of meeting life requisites of the target species, and habitats such as breeding areas, feeding areas, water sources, dispersal and connectivity corridors, etc.

**Outcome 3: Enhanced carbon sequestration in and around HCVF in target forested landscapes**

The outcome of enhancing carbon sequestration is about a combination of restoration and reforestation of 10,005 ha of degraded conifer forests; 3,400 ha of degraded scrub forests, and reforestation of 13,099 ha of Riverine forests with native species.

Achievement of the SFM project stated aims and objectives can only be possible through bringing an attitudinal change among the communities living near or in the forest areas selected for implementation of the project activities. If local communities didn't own interventions of the SFM

project, then it will be a useless attempt for establishing the governance mechanism used in sustainable forest management. In Pakistan rural areas, women are fully involved in all tasks conducted for meeting the households' needs. Women are equally taking part with their males in activities having relations with forest, agriculture, livestock and household matters. In other words, women are the natural managers. Similarly, marginalized people living in the project areas also in one way or the other have impacts on the forest resources and a share in the project's benefits obtained from its interventions. Without involving all the marginalized people in project activities, ownership for the project interventions will be partial. Thus, it is essential to conduct a study on gender analysis in the project areas to find out that who owns forests resources, who use and how use it? Who know about it management and who decide about it? With this analysis, ways and means for involving them in project activities will be suggested to ensure lasting impact of SFM in the areas.

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

### **1. To whom to report the outcome:**

The consultant/Study Coordinator will report directly to the Project Manager, PMU, SFM Project UNDP.

### **2. Documents to be submitted:**

- i) Inception Report
- ii) Draft final Report
- iii) Final report of the study

### **3. Tasks to be performed:**

SFM Project (GEF/UNDP) intends to hire an individual consultant to conduct "***study on gender analysis in the SFM project areas.***"

**Project area:** Sustainable forest management project implements its activities in seven different landscapes: two of the landscapes are located within the Temperate Coniferous forests of Siren and Kaghan in Mansehra District, Khyber Pakhtunkhwa (KP), Chakwal, Kahuta and Kalar Syedan in Punjab and Sukkur and Dhingano-Lakhat (Nawab Shah) Riverine Forests in Sindh.

**Objective:** The general objective of the study is to investigate gender roles and gaps in division of labor, access to and control over natural resources especially forest in the SFM project

target areas.

### **Specific objectives**

The specific objectives of the gender analysis are:

- to identify roles and responsibilities of women and men in extracting forest resources,
- to explore decision-making roles of women and men in access to and control over resources at the household level,
- to find out the leadership and decision-making statuses of women at household and community levels.
- to assess general challenges women are facing in the area and opportunities for them to earn their livelihood, and
- to recommend possible solutions for the identified challenges.

Specific activities to be conducted:

4. Undertake SWOT analysis to assess the level of gender integration and identification of enablers and barriers for integration.
  5. Undertake gender vulnerability assessment with climate change, loss in biodiversity and degradation of forest cover to determine its causative impacts in relation to the gender matters in the area.
  6. Carry out gender analysis of the SFM project activities, and based on socially or culturally defined gender roles provide site specific recommendations on how to mainstream gender into project activities during implementation of SFM measures as well as for decision making processes and policy influencing.
  7. Provide recommendations on gender specific information gathering and collection of gender-disaggregated data for use in implementation of sustainable forest management activities.
  8. Identify gender responsive livelihood options contributing to the enhancement in vegetation cover, conservation of biodiversity and mitigation of climate changes' impacts in the area.
  9. Produce a gender mainstreaming strategy for the project which should include measurable gender related targets and gender-sensitive indicators for monitoring the progress of gender mainstreaming during execution of the project activities.
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### **iv). Deliverables:**

#### **The consultant will perform following tasks**

1. Provide background knowledge on women involvement in the management and usage of natural resources, forest.

2. Preparation of a consolidated report on the roles women are playing in extracting the forest resources.
3. To carry out documented meetings with the forests and wildlife departments' officials and suggest the actions to be taken for considering the local communities', especially women, involvement in the process of development of forest management plans and its subsequent implementation.
4. Document the project's stakeholders' comments/view on the role of women in the establishment of sustainable forest management governance system.

### **3. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS**

#### **Qualification:**

The consultant should possess degree in Forestry, Environment /social sciences or related to the discipline of gender study.

#### **Experience:**

The Individual Consultant should demonstrate relevant personal experience and expertise to conduct the scope of work mentioned above. The Individual Consultant will have;

- At least 10-15 years working experience in the development sector and management of natural resources in the country.
- Proven track record of conducting similar kind of studies in the development sector.

The Individual Consultant will provide at least 3 most relevant studies already conducted to demonstrate his/her capability of undertaking the study.

#### **Reporting**

All reports are to be written in English. Two copies (soft and hard) of all reports (in English) are to be submitted to PMU-SFM, on the specified due dates. Reports should address all aspects of terms of reference and should include output on all tasks mentioned in the scope of work. The Individual Consultant will present key findings after the submission and review of the draft final report.

The Individual Consultant shall not share and use report and data for any other purpose or job without the explicit written approval of the NPD/NPM-SFM Project.

**Inception report** after 15 days from signing of contract agreement. The inception report must describe a detailed methodology for carrying out the mentioned study in the given project areas.

**Interim report** after 35 days from signing of contract agreement. The report must highlight on the progress of study, if any.

**Draft final report** after 60 days from signing of contract agreement.

The draft report should consist of:

- a. Soft and hard copies of all data collected and used in the study report prepared as per scope of work;
- b. Soft and hard copies of interview reports conducted as per scope of work;
- c. Reports on gaps in data and filed verification; and
- d. Copies of tools e.g., questionnaires and survey forms used in the study

**Documents Required**

3. CV of the consultant and filled attached P-11 form along with attested copies of all academic and professional credentials.
4. Brief description of why the individual consider him/herself is the most suitable person for this assignment and a methodology on how the study will be conducted.

**LIST OF DOCUMENTS FOR REVIEW**

- a) TORs, RFP and proposal of successful bidder for the contractual services company.
- b) Inception Report
- c) Final draft Report
- d) Final report after incorporating the comments and suggestions

**PROJECT LOGICAL FRAMEWORK (PLANNING MATRIX)**

**NA**

## EVALUATION CRITERIA AND RATING SCALE

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

## CONSULTANT REPORT OUTLINE

### Opening page:

- Title of UNDP supported GEF financed project
- UNDP and GEF project ID#s.
- Assignment time frame and date of report
- Region and countries included in the project
- GEF Operational Program/Strategic Program
- Implementing Partner, Responsible Party and other project partners
- Team members
- Acknowledgements

### Executive Summary

- Project Summary Table
- Project Description (brief)
- Evaluation check points
- Summary of conclusions, recommendations and lessons

### Acronyms and Abbreviations

(See: UNDP Editorial Manual<sup>1</sup>)

### 1.0. Introduction

- Purpose of the IC
- Scope & Methodology
- Structure of the reports

### 2.0 Assignment description and development context

- Project start and duration
- Problems that the task sought to address
- Immediate and development objectives of the project
- Main stakeholders
- Expected Results

### 3.0 Findings

(In addition to a descriptive assessment, all criteria marked with (\*) must be rated<sup>2</sup>)

### 4.0 Conclusions, Recommendations & Lessons

- Corrective actions for the design, implementation, monitoring and evaluation of the survey project
- Actions to follow up or reinforce the corrective actions to be taken by the consulting firm

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<sup>1</sup> UNDP Style Manual, Office of Communications, Partnerships Bureau, updated November 2008

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

- Proposals for future directions underlining main objectives
- Best and worst practices in addressing issues relating to relevance, performance and success

#### Annexes

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

## CODE OF CONDUCT IN PROJECT EVALUATION

### Evaluators:

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

### Evaluation Consultant Agreement Form<sup>3</sup>

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

Name of Consultant: \_\_\_\_\_

Name of Consultancy Organization (where relevant): \_\_\_\_\_

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

Signed at *place* on *date*

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

<sup>3</sup>[www.unevaluation.org/unegcodeofconduct](http://www.unevaluation.org/unegcodeofconduct)





<input type="checkbox"/> limited	<input type="checkbox"/> limited	<input type="checkbox"/> limited	<input type="checkbox"/> limited
<input type="checkbox"/> working knowledge			
<input type="checkbox"/> proficient	<input type="checkbox"/> proficient	<input type="checkbox"/> proficient	<input type="checkbox"/> proficient

**23.** For General Service support level posts only, indicate if you have passed the following tests:

UN/ASAT – Administrative Support Assessment Test (formerly known as clerical test):

No  Yes  if “Yes”, date taken:

UNDP/AFT – UNDP Accountancy and Finance Test: No  Yes  if “Yes”, date taken:

**24. EDUCATION:** Give full details - NB Please give exact titles of degrees in original language

Degrees claimed in the job application (even if they are not a requirement for the post) must be completed at the time of the application.

UNDP only recognizes degrees and diplomas from educational institutions that have been recognized or otherwise approved by competent authorities at the time that they were obtained. Degrees requiring little or no actual course work, degrees awarded for payment of fees only, and degrees granting substantial credits for “lifetime achievements” or “life/work experience” will normally not be recognized. Incomplete degrees are unacceptable to UNDP, regardless of whether they are associated with a recognized higher educational institution.

A. List all educational institutions attended, including secondary school, and diplomas/degrees or equivalent qualifications obtained (highest level education first). Give the exact name of the institution and the title of degrees, diplomas, etc. (Please do not translate or indicate equivalent degrees).

Name, place and country	Attended from/to		Degrees / Diplomas obtained	Main course of study	In person or online/remote?
	Mo/Year	Mo. /Year			

**B. Post-qualification training courses / learning activities**

Name, place and country	Type	Attended from/to		Certificates or Diplomas obtained	In person or online/remote?
		Mo/Year	Mo. /Year		


**C. UN Language Proficiency Exams (if any)**


**D. UNDP Certification Programmes (if any)**


**25. List membership of professional societies and activities in civic, public or international affairs**


**26. List any significant publications you have written (do not attach them) or any special recognitions you have received**


27. Have you already been issued a UN Index Number? No  Yes  If "Yes", please indicate this number:

**28. EMPLOYMENT RECORD:** Starting with your present post, list in reverse order every employment you have had. Use a separate block for each employment. Include service in the armed forces and note any period during which you were not gainfully employed. If you need more space, attach additional pages of the same size. Provide gross salary per annum and **indicate currency** for your last or present post.

Are you a current or former UNV? Yes  No  If "Yes", please indicate roster number:

**A. PRESENT POST (Last post, if not presently employed)**

FROM	TO	SALARIES PER ANNUM		FUNCTIONAL TITLE: As specified in your Letter of Appointment/Contract: UN grade of your post (if applicable): (do not indicate equivalency) Last UN step in your post (if applicable):
Month/Year	Month/Year	Starting (gross)	Final (gross)	

NAME OF EMPLOYER: \_\_\_\_\_

TYPE OF BUSINESS: \_\_\_\_\_

EMPLOYMENT TYPE:  
Full time:   
Part Time:  (      %)

**Type of contract:**

<input type="checkbox"/> 100 Series	<input type="checkbox"/> 200 series	<input type="checkbox"/> ALD/300 series
<input type="checkbox"/> Permanent	<input type="checkbox"/> Indefinite	<input type="checkbox"/> Continuing
<input type="checkbox"/> FTA	<input type="checkbox"/> TA	<input type="checkbox"/> SSA / IC
<input type="checkbox"/> SC	<input type="checkbox"/> UNV	<input type="checkbox"/> Other

ADDRESS OF EMPLOYER \_\_\_\_\_

NAME OF SUPERVISOR: \_\_\_\_\_  
E-mail Address and Telephone No. of Supervisor: \_\_\_\_\_

Do/did you supervise staff? If so:  
Number of professional staff supervised: \_\_\_\_\_  
Number of support staff supervised: \_\_\_\_\_

Description of your duties and related accomplishments:

Reason for leaving:

**B. PREVIOUS POSTS (In reverse order i.e. most recent post first)**

FROM	TO	SALARIES PER ANNUM
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Month/Year	Month/Year		Final (gross)	FUNCTIONAL TITLE: As specified in your Letter of Appointment/Contract: UN Grade of your post (if applicable): (do not indicate equivalency) Last UN step in your post (if applicable):
NAME OF EMPLOYER				TYPE OF BUSINESS:
				EMPLOYMENT TYPE: Full time: <input type="checkbox"/> Part Time: <input type="checkbox"/> (      %)
				<b>Type of contract:</b> <input type="checkbox"/> 100 Series <input type="checkbox"/> 200 series <input type="checkbox"/> ALD/300 series <input type="checkbox"/> Permanent <input type="checkbox"/> Indefinite <input type="checkbox"/> Continuing <input type="checkbox"/> FTA <input type="checkbox"/> TA <input type="checkbox"/> SSA / IC <input type="checkbox"/> SC <input type="checkbox"/> UNV <input type="checkbox"/> Other
ADDRESS OF EMPLOYER				NAME OF SUPERVISOR: E-mail Address and Telephone No. of Supervisor:
				Did you supervise staff? If so: Number of professional staff supervised: Number of support staff supervised:
Description of your duties and related accomplishments:				
Reason for leaving:				
FROM	TO	SALARIES PER ANNUM		FUNCTIONAL TITLE: As specified in your Letter of Appointment/Contract: UN Grade of your post (if applicable): (do not indicate equivalency) Last UN step in your post (if applicable):
Month/Year	Month/Year		Final (gross)	
NAME OF EMPLOYER				TYPE OF BUSINESS:
				EMPLOYMENT TYPE: Full time: <input type="checkbox"/> Part Time: <input type="checkbox"/> (      %)
				<b>Type of contract:</b> <input type="checkbox"/> 100 Series <input type="checkbox"/> 200 series <input type="checkbox"/> ALD/300 series <input type="checkbox"/> Permanent <input type="checkbox"/> Indefinite <input type="checkbox"/> Continuing <input type="checkbox"/> FTA <input type="checkbox"/> TA <input type="checkbox"/> SSA / IC <input type="checkbox"/> SC <input type="checkbox"/> UNV <input type="checkbox"/> Other

ADDRESS OF EMPLOYER	NAME OF SUPERVISOR: E-mail Address and Telephone No. of Supervisor:
	Did you supervise staff? If so: Number of professional staff supervised: Number of support staff supervised:

Description of your duties and related accomplishments:

Reason for leaving:

FROM	TO	SALARIES PER ANNUM		FUNCTIONAL TITLE: As specified in your Letter of Appointment/Contract: UN Grade of your post (if applicable): (do not indicate equivalency) Last UN step in your post (if applicable):
Month/Year	Month/Year		Final (gross)	

NAME OF EMPLOYER	TYPE OF BUSINESS:
	EMPLOYMENT TYPE: Full time: <input type="checkbox"/> Part Time: <input type="checkbox"/> (      %)
	<b>Type of contract:</b> <input type="checkbox"/> 100 Series <input type="checkbox"/> 200 series <input type="checkbox"/> ALD/300 series <input type="checkbox"/> Permanent <input type="checkbox"/> Indefinite <input type="checkbox"/> Continuing <input type="checkbox"/> FTA <input type="checkbox"/> TA <input type="checkbox"/> SSA / IC <input type="checkbox"/> SC <input type="checkbox"/> UNV <input type="checkbox"/> Other

ADDRESS OF EMPLOYER	NAME OF SUPERVISOR: E-mail Address and Telephone No. of Supervisor:
	Did you supervise staff? If so: Number of professional staff supervised: Number of support staff supervised:

Description of your duties and related accomplishments:

Reason for leaving:

FROM	TO	SALARIES PER ANNUM		FUNCTIONAL TITLE: As specified in your Letter of Appointment/Contract: UN Grade of your post (if applicable): (do not indicate equivalency) Last UN step in your post (if applicable):
Month/Year	Month/Year		Final (gross)	

NAME OF EMPLOYER	TYPE OF BUSINESS:
	EMPLOYMENT TYPE: Full time: <input type="checkbox"/> Part Time: <input type="checkbox"/> (      %)

				<b>Type of contract:</b> <input type="checkbox"/> 100 Series <input type="checkbox"/> 200 series <input type="checkbox"/> ALD/300 series <input type="checkbox"/> Permanent <input type="checkbox"/> Indefinite <input type="checkbox"/> Continuing <input type="checkbox"/> FTA <input type="checkbox"/> TA <input type="checkbox"/> SSA / IC <input type="checkbox"/> SC <input type="checkbox"/> UNV <input type="checkbox"/> Other		
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				Did you supervise staff? If so: Number of professional staff supervised: Number of support staff supervised:		
Description of your duties and related accomplishments:						
Reason for leaving:						
FROM	TO	SALARIES PER ANNUM		FUNCTIONAL TITLE: As specified in your Letter of Appointment/Contract: UN Grade of your post (if applicable): (do not indicate equivalency) Last UN step in your post (if applicable):		
Month/Year	Month/Year		Final (gross)			
NAME OF EMPLOYER				TYPE OF BUSINESS:		
				EMPLOYMENT TYPE: Full time: <input type="checkbox"/> Part Time: <input type="checkbox"/> (      %)		
				<b>Type of contract:</b> <input type="checkbox"/> 100 Series <input type="checkbox"/> 200 series <input type="checkbox"/> ALD/300 series <input type="checkbox"/> Permanent <input type="checkbox"/> Indefinite <input type="checkbox"/> Continuing <input type="checkbox"/> FTA <input type="checkbox"/> TA <input type="checkbox"/> SSA / IC <input type="checkbox"/> SC <input type="checkbox"/> UNV <input type="checkbox"/> Other		
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Description of your duties and related accomplishments:						
Reason for leaving:						
FROM	TO	SALARIES PER ANNUM				

Month/Year	Month/Year		Final (gross)	FUNCTIONAL TITLE: As specified in your Letter of Appointment/Contract: UN Grade of your post (if applicable): (do not indicate equivalency) Last UN step in your post (if applicable):		
NAME OF EMPLOYER				TYPE OF BUSINESS:		
				EMPLOYMENT TYPE: Full time: <input type="checkbox"/> Part Time: <input type="checkbox"/> (      %)		
				<b>Type of contract:</b> <input type="checkbox"/> 100 Series <input type="checkbox"/> 200 series <input type="checkbox"/> ALD/300 series <input type="checkbox"/> Permanent <input type="checkbox"/> Indefinite <input type="checkbox"/> Continuing <input type="checkbox"/> FTA <input type="checkbox"/> TA <input type="checkbox"/> SSA / IC <input type="checkbox"/> SC <input type="checkbox"/> UNV <input type="checkbox"/> Other		
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Month/Year	Month/Year	Starting (gross)	Final (gross)			
NAME OF EMPLOYER				TYPE OF BUSINESS:		
				EMPLOYMENT TYPE: Full time: <input type="checkbox"/> Part Time: <input type="checkbox"/> (      %)		
				<b>Type of contract:</b> <input type="checkbox"/> 100 Series <input type="checkbox"/> 200 series <input type="checkbox"/> ALD/300 series <input type="checkbox"/> Permanent <input type="checkbox"/> Indefinite <input type="checkbox"/> Continuing <input type="checkbox"/> FTA <input type="checkbox"/> TA <input type="checkbox"/> SSA / IC <input type="checkbox"/> SC <input type="checkbox"/> UNV <input type="checkbox"/> Other		
				ADDRESS OF EMPLOYER		
				NAME OF SUPERVISOR: E-mail Address and Telephone No. of Supervisor:		

				Did you supervise staff? If so: Number of professional staff supervised: Number of support staff supervised:
Description of your duties and related accomplishments:				
Reason for leaving:				
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Month/Year	Month/Year	Starting (gross)	Final (gross)	
NAME OF EMPLOYER				TYPE OF BUSINESS:  EMPLOYMENT TYPE: Full time: <input type="checkbox"/> Part Time: <input type="checkbox"/> (      %)
				<b>Type of contract:</b> <input type="checkbox"/> 100 Series <input type="checkbox"/> 200 series <input type="checkbox"/> ALD/300 series <input type="checkbox"/> Permanent <input type="checkbox"/> Indefinite <input type="checkbox"/> Continuing <input type="checkbox"/> FTA <input type="checkbox"/> TA <input type="checkbox"/> SSA / IC <input type="checkbox"/> SC <input type="checkbox"/> UNV <input type="checkbox"/> Other
				ADDRESS OF EMPLOYER
Description of your duties and related accomplishments:				
Reason for leaving:				
FROM	TO	SALARIES PER ANNUM		FUNCTIONAL TITLE: As specified in your Letter of Appointment/Contract: UN Grade of your post (if applicable): (do not indicate equivalency) Last UN step in your post (if applicable):
Month/Year	Month/Year	Starting (gross)	Final (gross)	
NAME OF EMPLOYER				TYPE OF BUSINESS:  EMPLOYMENT TYPE: Full time: <input type="checkbox"/> Part Time: <input type="checkbox"/> (      %)

	<b>Type of contract:</b> <input type="checkbox"/> 100 Series <input type="checkbox"/> 200 series <input type="checkbox"/> ALD/300 series <input type="checkbox"/> Permanent <input type="checkbox"/> Indefinite <input type="checkbox"/> Continuing <input type="checkbox"/> FTA <input type="checkbox"/> TA <input type="checkbox"/> SSA / IC <input type="checkbox"/> SC <input type="checkbox"/> UNV <input type="checkbox"/> Other		
ADDRESS OF EMPLOYER	NAME OF SUPERVISOR: E-mail Address and Telephone No. of Supervisor:		
Description of your duties and related accomplishments:	Did you supervise staff? If so: Number of professional staff supervised: Number of support staff supervised:		
Reason for leaving:			
<b>29.</b> Have you any objections to our making inquiries of: (a) your present employer?    No <input type="checkbox"/> Yes <input type="checkbox"/> (b) your previous employers?    No <input type="checkbox"/> Yes <input type="checkbox"/>			
<b>30.</b> Are you now, or have you ever been, a national civil servant in your government? No <input type="checkbox"/> Yes <input type="checkbox"/> If "Yes", Indicate dates of service:                      Functions:                      Country:			
<b>31.</b> References: list <b>three</b> persons not related to you who are familiar with your character and qualifications and who may be contacted for a reference  UNDP will not seek a reference from your <i>current</i> employer without obtaining prior consent. However, please note that UNDP may seek references from your former employers.			
Full Name	Full Address, including E-Mail Address and Telephone Number	Name of Organization, Business or Occupation	
<b>32.</b> State any other relevant facts in support of your application. Include information regarding any periods of residence outside the country of your nationality			
<b>33.</b> Have you ever been convicted, fined, or imprisoned for the violation of any law (excluding minor traffic violations)? No <input type="checkbox"/> Yes <input type="checkbox"/> If "Yes", give full particulars of each case in an attached statement			

**34.** Have you ever had disciplinary measures imposed on you, including dismissal or separation from service, on the grounds of misconduct?

No  Yes  If "Yes", give full particulars of each case in an attached statement.

**35.** Have you ever been separated from service on the grounds of unsatisfactory performance?

No  Yes  If "Yes", give full particulars of each case in an attached statement.

**36.** I certify that the information I have provided in the present document is true, complete and correct to the best of my knowledge. I understand that any misrepresentation or material omission made in this document may lead to the termination of my appointment or to dismissal. I understand this also applies to any other information or document requested by the Organization for the purpose of my recruitment to and employment with UNDP.

In connection with this application, I authorize former employers and educational institutions to release information about my background to UNDP or its agent. My signature below releases the aforesaid parties providing information about me from any liability whatsoever in collecting and disseminating the information obtained.

**DATE:**

**SIGNATURE:** \_\_\_\_\_

**Note:**

Applications for employment at UNDP must include a completed and signed Personal History form (P.11). By submitting a Personal History form, the applicant authorizes UNDP or its agent to verify and validate all information provided in the P.11. The P.11 form is not valid without signature. The signed P.11 form serves to release any party cited in the form from any liability whatsoever for releasing information to UNDP or its agent.

You may be requested to provide documentary evidence of the statements you have made above. Do not, however, send any documentary evidence until you have been asked to do so and, in any event, do not submit the originals of any references, testimonials or certificates of academic achievement unless they have been obtained for the sole use of UNDP.

If Degrees/Certificates are in foreign language, you may be required to provide official English translation at time of request.

**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 Individual contractor for cause.

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

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

**3. TITLE RIGHTS, COPYRIGHTS, PATENTS AND OTHER PROPRIETARY RIGHTS:** Title to any equipment and supplies that may be furnished by UNDP to the Individual contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Individual contractor. Such equipment,

when returned to UNDP, shall be in the same condition as when delivered to the Individual contractor, subject to normal wear and tear, and the Individual contractor shall be liable to compensate UNDP for any damage or degradation of the equipment that is beyond normal wear and tear.

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

**4. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them ("Discloser") to the other ("Recipient") during the course of performance of the Contract, and that are designated as confidential ("Information"), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and the Recipient may otherwise use the Discloser's Information solely for the purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the Discloser's prior written consent, as well as to the Recipient's employees, officials, representatives and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Contract. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual contractor may disclose Information to the extent required by law, *provided that* the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder. These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

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

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

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

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

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

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

**9. INDEMNIFICATION:** The Individual contractor shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to: (a) allegations

or claims that the use by UNDP of any patented device, any copyrighted material or any other goods or services provided to UNDP for its use under the terms of the Contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or (b) any acts or omissions of the Individual contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

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

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

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

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

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

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

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

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

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

**15. TAXATION:** Article II, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any

governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.

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

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

#### **17. SETTLEMENT OF DISPUTES:**

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

**ARBITRATION:** Any dispute, controversy or claim between the parties arising out of the Contract, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in

accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 32 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

**18. 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.

PROPOSAL SUBMISSION FORM

Dear Sir/Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, I undersigned, offer to provide individual consulting for "PMU/01/2019/Study-A1" to UNDP Pakistan in accordance with the Price Schedule attached herewith and made part of this proposal.

I undertake, if my proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

I agree to abide by this proposal for a period of **90 days** from the date fixed for opening of proposal in the invitation for proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

I understand that you are not bound to accept any proposal you may receive.

Dated: this -----day of -----2019

**Name and Signature**

**OFFEROR'S LETTER TO UNDP  
CONFIRMING INTEREST AND AVAILABILITY  
FOR THE INDIVIDUAL CONTRACTOR (IC) ASSIGNMENT**

Date \_\_\_\_\_

(Company name)

Address

Dear Sir/Madam:

I hereby declare that:

- a) I have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities of *[indicate title of assignment]* under the *[state project title]*;
- b) I have also read, understood and hereby accept UNDP's General Conditions of Contract for the Services of the Individual Contractors;
- c) I hereby propose my services and I confirm my interest in performing the assignment through the submission of my CV or Personal History Form (P11) which I have duly signed and attached hereto as Annex 1;
- d) In compliance with the requirements of the Terms of Reference, I hereby confirm that I am available for the entire duration of the assignment, and I shall perform the services in the manner described in my proposed approach/methodology which I have attached hereto as Annex 3 *[delete this item if the TOR does not require submission of this document]*;
- e) I hereby propose to complete the services based on the following payment rate : *[pls. check the box corresponding to the preferred option]*:
  - An all-inclusive daily fee of *[state amount in words and in numbers indicating currency]*
  - A total lump sum of *[state amount in words and in numbers, indicating exact currency]*, payable in the manner described in the Terms of Reference.
- f) For your evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto as Annex 2;
- g) I recognize that the payment of the abovementioned amounts due to me shall be based on my delivery of outputs within the timeframe specified in the TOR, which shall be subject to UNDP's review, acceptance and payment certification procedures;
- h) This offer shall remain valid for a total period of \_\_\_\_\_ days *[minimum of 90 days]* after the submission deadline;

i) I confirm that I have no first degree relative (mother, father, son, daughter, spouse/partner, brother or sister) currently employed with any UN agency or office *[disclose the name of the relative, the UN office employing the relative, and the relationship if, any such relationship exists];*

j) If I am selected for this assignment, I shall *[pls. check the appropriate box]:*

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

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

- At the time of this submission, I have no active Individual Contract or any form of engagement with any Business Unit of UNDP;
- I am currently engaged with UNDP and/or other entities for the following work :

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

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

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

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

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

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

Full Name and Signature:

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Date Signed:

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### FINANCIAL PROPOSAL

The Consultant is required to prepare the Price Schedule as a separate document from the rest of the technical response.

All prices/rates quoted must be in **PKR**. The format shown below should be used in preparing the price schedule.

Sr. #	Description/Break-up of Financial Proposal	Unit	Unit Cost (PKR)
A.	<b>Consultancy Fee:</b>		
B.	<b>Travel</b>		
C.	<b>Others</b>		
<b>Total</b>			

### BREAKDOWN OF COSTS SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL

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

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

