

Procurement Notice and Request for Proposal
Providing International Consultant for Terminal Evaluation of “Policy reform and market transformation of energy efficiency buildings of I.R of IRAN”

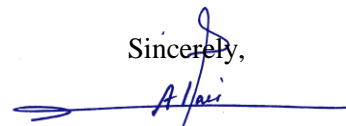
Date: 21 November 2021

Dear Madam/Sir,

We kindly request you to submit your proposal for provision of provide international consultancy for terminal evaluation of “policy reform and market transformation of energy efficiency buildings of i.r of Iran.

Please be guided by the information provided below, in preparing your Proposal. Your Proposal must be expressed in English, and valid for a minimum period of 90 days.

Sincerely,



Nazli Alavi
Head of Procurement/ Admin

Country: Islamic Republic of Iran

Description of the assignment: The objective of this assignment is to provide international consultancy for terminal evaluation of “policy reform and market transformation of energy efficiency buildings of i.r of Iran

Period of assignment/services: The consultant is expected to complete the assignment starting from early-December 2021 till mid-March 2021.

Proposal should be submitted to the below email address no later than Sunday, 5 December 2021 – 16:30 P.M Tehran local time.

bid.ir@undp.org

Please note that the subject of your submission email should be ONLY:

IRNUNDP21109

Using any other subject for your email will result in disqualification of your proposal by UNDP automated emailing system.

Any request for clarification must be sent in writing, or by standard electronic communication to the UNDP mailing address or to gagik.gevorkian@undp.org. The procuring UNDP entity will respond in writing or by standard electronic mail.

1. BACKGROUND

In accordance with UNDP and GEF M&E policies and procedures, all full- and medium-sized UNDP-supported GEF-financed projects are required to undergo a Terminal Evaluation (TE) at the end of the project. This Terms of Reference (ToR) sets out the expectations for the TE of the full-sized project titled “Policy reform and market transformation of energy efficient buildings of I.R of IRAN” (PIMS #4018) implemented through the Vice presidency of Science and Technology (VPST). The project started on the 18 August 2016 and is in its fifth year of implementation. The TE process must follow the guidance outlined in the document ‘Guidance for Conducting Terminal Evaluations of UNDP-Supported, GEF-Financed Projects’.

For detailed information please see the Terms of Reference attached hereto as Annex I.

2. SCOPE OF WORK, RESPONSIBILITIES AND DESCRIPTION OF THE PROPOSED ANALYTICAL WORK

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

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

The final TE report should describe the full TE approach taken and the rationale for the approach making explicit the underlying assumptions, challenges, strengths and weaknesses about the methods and approach of the evaluation.

For detailed information please see the Terms of Reference attached hereto as Annex I.

3. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

Competencies:

- The candidate should be able to:
- Ability to work under pressure against strict deadlines
- Ability to think out of the box
- Ability to present complex issues persuasively and simply
- Ability to contextualize global trends in accordance with dynamics of the operating working environment
- Strong communication and interpersonal skills
- Excellent writing skills and proven ability to produce quality and analytical reports within the shortest period of time

Qualifications and Professional Experience:

- Advanced university degree and/or professional background in institutional/governance aspects of natural resource management and environment.
- 15 years of relevant professional experience.
- Recent experience with result-based management evaluation methodologies.
- Experience in applying SMART indicators and reconstructing or validating baseline scenarios.
- Preferably 5 years of experience in international development cooperation.
- Fluency in English, both written and spoken.
- Competent in usage of MS Office programmes (MS Word, Excel, Power point);
- Experience working in Asia/the Middle East (experience in Iran will be an asset); and
- Project evaluation/review experiences within United Nations system will be considered an asset.

4. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

The individual offerors must submit the following documents/information to demonstrate their qualifications:

1. Proposal:

- (i) Explaining why the applicant is the most suitable for the work.
 - (ii) Provide a brief methodology on how the applicant will approach and conduct the work.
- The proposal should be prepared in accordance with the templates provided in Annex III, Individual's Information Sheets.

2. Financial proposal

The financial proposal should be submitted in accordance with the Financial Proposal Template attached hereto as Annex IV.

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

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 instalments 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).

• Travel;

All envisaged travel costs must be included in the financial proposal. This includes all travel to join duty station/repatriation travel. In general, UNDP should not accept travel costs exceeding those of an economy class ticket. Should the IC wish to travel on a higher class he/she should do so using their own resources.

In the case of unforeseeable travel, payment of travel costs including tickets, lodging and terminal expenses should be agreed upon, between the respective business unit and Individual Consultant, prior to travel and will be reimbursed

6. EVALUATION

Individual consultants will be evaluated based on the following methodology:

Cumulative analysis

The award of the contract should be made to the individual consultant whose offer has been evaluated and determined as:

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

Only if the candidate obtains a minimum of 70% of technical score (490 out of 700 point) in technical evaluation would be considered for the Financial Evaluation.

Technical Evaluation Criteria	Max. Point
Technical expertise	100
Relevant professional experience	150
Knowledge and experience in international development	100
Previous working experience on similar assignments	150
Methodology, challenges and timeline	200
Total	700

Annex I **Terms of Reference (TOR)**

International Consultant for Terminal Evaluation of “Policy reform and market transformation of energy efficiency buildings of I.R of IRAN”

BASIC CONTRACT INFORMATION

Location: Tehran- Iran
Application Deadline: 5th December
Category: Energy-Environment
Type of Contract: Individual contract - IC
Assignment Type: Consultancy
Languages Required: English
Starting Date: early-December
Expected Duration of Assignment: 9 weeks

BACKGROUND

1. Introduction

In accordance with UNDP and GEF M&E policies and procedures, all full- and medium-sized UNDP-supported GEF-financed projects are required to undergo a Terminal Evaluation (TE) at the end of the project. This Terms of Reference (ToR) sets out the expectations for the TE of the full-sized project titled “Policy reform and market transformation of energy efficient buildings of I.R of IRAN” (PIMS #4018) implemented through the Vice presidency of Science and Technology (VPST). The project started on the 18 August 2016 and is in its fifth year of implementation. The TE process must follow the guidance outlined in the document ‘Guidance For Conducting Terminal Evaluations of UNDP-Supported, GEF-Financed Projects’.

2. Project Description

Policy reform and market transformation of energy efficient buildings in I.R. IRAN” project has been granted by the GEF in USD 4,000,000 on the focal area of the climate change and started in 18 August 2016.

The planned parallel financing by government is USD 28,391,760. The implementing partner of this project is Vice presidency of Science and Technology (VPST) while other national/provincial stakeholders worked closely with the project including, Ministry of road and urban development, Tehran Municipality, Department of Environment, SATBA and IFCO. This project is directly contributing to the “6th 5-years national development plan” and “Modification of consumption pattern” in energy sector.

Initially project duration has been 4 years. However, because of the slow progress in the first two years as well as the impacts associated with covid-19, the project duration has extended for 1.5 years through two separate rounds.

The main goal of the project is to mitigate GHGs gases mainly CO₂ through energy efficiency in building sector. The objective of this project is to transform the energy efficiency of heating systems in buildings in Iran, resulting in an invigorated sector in which skilled and well trained engineers fit and retrofit efficient and low carbon heating systems in residences and other buildings, as required by demanding, well enforced building codes - thereby reducing heating bills for residents and national GHG emissions. It is envisaged that this will be achieved by (i) reviewing the legislative, policy and



regulatory frameworks that impact building efficiency in Iran; revisiting the building code and products standards and labels and developing a supportive cross-sectoral energy efficiency strategy; (ii) piloting installations of energy efficient and renewable energy measures in existing buildings; and (iii) transforming the market by: training manufacturers and building professionals to produce and install energy efficient heating systems; developing a stakeholder awareness-raising campaign and developing proposals for financing mechanisms for households.

The scope of the project is defined for buildings located in Tehran province.

Since the beginning of implementation of projects some changes have been observed as below:

- **Structure of a project team:** several replacements have been observed due to the various reasons in the project team from the national project director to the project assistant;
- **New projects in the pipeline:** According to the made decision on steering committees and the approval of UNDP regional technical advisor, some new projects have been considered within the pipeline as following: 1) Procuring instruments for facilitating measurement and verification (M&V) of energy savings for EE pilot buildings from local sources; 2) Design of a nearly zero energy building as a sample case; 3) Supply, Installation and Commissioning of Solar Photovoltaic (PV) On-grid and Off-grid Systems and Solar Water Heater (SWH) Systems for selected pilot buildings of Tehran Disaster Mitigation and Management Organization; 4) Implementation of energy conservation (EC) building pilot project in comply with the new building code;
- **Definition of standard buildings and attraction of building owners:** As the standard non-residential and residential buildings were not defined in the project document and inception report, during the mid-term evaluation and in consultation with the stakeholders and evaluators, the standards buildings have been defined. For the case of non-residential and residential building, the defined standard areas are equal to 500 square meters and 5300 square meters, respectively. Further, in order to attract more contribution and participation of buildings, the project has widened the scope of interventions by adopting the following requirements: 1) No restriction to the type of building; 2) No restriction to the type of EE measures including electrical saving measures; 3) Attracting the interest of the public through awareness campaigns that are being held in three large cultural houses of Tehran municipality; 4) Focusing on building complexes that have a larger number of units.

Contributing factors and linkages to relevant cross-cutting aspects for the EEEB project are the following but not limited to:

- **Women engagement:** The EEEB project has considered the factor of women engagement as one of the key cross-cutting aspects of the project. Based on the project statistics: 1) between 30% and 50% of project team has been women; 2) Over 30% of engaged experts from the stakeholders were women; 3) More than 20% of the contractors' human resources were female; 4) Over 50% of participants in energy efficiency seminars/webinars were women;
- **Vulnerable groups:** The EEEB project has intended to support implementation of some pilot projects for vulnerable groups. In some parts of the projects, the idea of shared-based investment on energy efficiency projects has been practiced and within the implementation phase, some of the interested parties were the owners of the residential buildings with vulnerability.

The coronavirus pandemic began to negatively impact the project deliverables in Iran since end of February 2020 as the country was faced with five waves of infected cases. According to the last updated statistics (22 October 2021), the total number of infected cases and total number of deaths in Iran are 5,844,589 and 124,928, respectively (<https://www.worldometers.info/coronavirus/>).

Despite those continuously increasing COVID infection waves, the project team and the contractors tried to implement the project activities in line with the set project work plan. However, there were



several reasons which caused delays and impacted physical project activities, especially seen in pilot projects as below:

- Lockdown and closing of office-public buildings resulted in limited or no access to the buildings for implementation of energy efficiency measures for at least three months;
- Health care protocols have reduced authorization and have prohibited entrance to residential buildings, delaying implementation of energy efficiency measures for at least three months on average.

When the outbreak has increased, most of the private companies in Tehran went to the remote working, with only essential services and state organizations non-remote working. The energy sector is one among the sectors affected due to the nationwide shutdown announced. The nationwide lockdown has caused project delays due to disruptions, unavailability of human resources and issues in delivering procurement and contract implementation. In line with this, the EEEB project team started remote work dynamically with the same situation for government, stakeholders and contractors, it faced suspension and/or delay. Despite the above actions, some of the project team and staff of project contractors have been infected with the COVID that has negatively impacted the project activities.

There are a number of actions that the EEEB project has taken in respond to the impact of the COVID crisis to ensure that they are being addressed as quickly as possible.

- Preparation of a contingency plan in close cooperation with stakeholders, UNDP team and UNDP regional technical advisor;
- Daily engagement with the contractors and regular assessment the likelihood of delays in delivery of sub-projects;
- Identify in advance any challenges related to the contractors and pilot projects in order to have due alternatives beforehand;
- Support the contractors in finding pilot buildings and ask them to focus on building complexes with less concern in access to the buildings
- Consider healthcare measures to ensure worker safety in terms of delivering on pilots;
- Setting a clear strategy for transparent communication with all stakeholders, including employees and every party along the project's supply chain. Identifying due channel of communication and correspondences with key stakeholders mostly based on on-line platforms;
- Holding awareness raising and training events on on-line platforms and mostly fully shift to virtual training.

3. Terminal Evaluation (TE) Purpose

The TE report will assess the achievement of project results against what was expected to be achieved and draw lessons that can both improve the sustainability of benefits from this project, and aid in the overall enhancement of UNDP programming. The TE report promotes accountability and transparency and assesses the extent of project accomplishments.

The terminal evaluation gives a transparent overview on the project implementation good practices, lessons learned, issues, and challenges to the government and policy makers in order that they can use the recommendations of such projects in the similar local projects and programs. On the other side, such systematic evaluation of the project can lead the private sectors and other stakeholders to choose the best and most effective approach on their work and future programs.

- 1) Assess the relevance and appropriateness of the Project in terms of: achieving the outputs as per the Project Document;
- 2) Evaluate the effectiveness and efficiency of the Project in terms of the implementation of activities that achieve outputs and outcomes, following up on lessons learned;



- 3) Establish the impact and sustainability of the Project, and the extent to which the approach and implementation of the Project contributed to combat climate change and reducing GHGs gas through energy efficiency in building sector.
- 4) Review the Project Design and Management structures, in terms of achieving clear objectives and strategies, the use of monitoring and evaluation, the level of coherence, and the appropriateness of management structures at national, province, and local levels; and Make clear and focused recommendations that may be required for enhancing the relevance, effectiveness, efficiency, impact and sustainability of scaling up and replication of project achievements and results

DUTIES AND RESPONSIBILITIES

4. TE Approach & Methodology

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

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

The TE team is expected to follow a participatory and consultative approach ensuring close engagement with the Project Team, government counterparts (the GEF Operational Focal Point), Implementing Partners, the UNDP Country Office(s), the Regional Technical Advisors, direct beneficiaries and other stakeholders.

Engagement of stakeholders is vital to a successful TE1. Stakeholder involvement should include interviews with stakeholders who have project responsibilities, including but not limited to the following list (1); executing agencies, senior officials and task team/component leaders, key experts and consultants in the subject area, Project Board, project beneficiaries, academia, local government and CSOs, etc. Additionally, the TE team is expected to conduct field missions to Pilot projects.

List 1: list of key and effective stakeholders

- 1- Vice presidency of Science and Technology (VPST), national counterpart
- 2- Department of Environment (DoE) – Focal point of the GEF in Iran
- 3- Ministry of Foreign Affairs (MFA) - Sustainable Development Department
- 4- Ministry of Roads & Urban Development
- 5- Road, Housing & Urban Development Research Center (BHRC), assigned organization by Ministry of Road and Urban development on energy efficiency activities in building sector
- 6- Tehran Municipality
- 7- Iran Construction and Engineering Organization (ICEO) – Energy committee
- 8- Planning and budgeting Organization (PBO)
- 9- Iran Fuel Conservation Company (IFCO)
- 10- SATBA - Iran Energy Efficiency Organization & Iran Organization for Renewable Energies

¹ (link to stakeholder engagement in UNDP Eval Guidelines)



- 11- National Iranian Gas Company (NIGC)
- 12- Iranian National Standardization Organization (INSO)
- 13- Iran Energy services companies Association
- 14- Energy and environment NGOs

During the implementation of the contract, the consultant will report to the UNDP Programme Team, who will provide guidance and ensure satisfactory completion of final evaluation deliverables. There will be close coordination with the project team who will assist in connecting the consultant with senior management, development partners, beneficiaries and key stakeholders. In addition, the project staff will provide key project documentation prior to fieldwork.

Note: The International Evaluation Consultant is expected to work in team with a national consultant to deliver the required tasks.

5. Scope of work

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

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

The final TE report should describe the full TE approach taken and the rationale for the approach making explicit the underlying assumptions, challenges, strengths and weaknesses about the methods and approach of the evaluation.

In assessing the Project and its alignment to the broader Project Document, the evaluation will take into consideration the following criteria:

Relevance and appropriateness

1. Was the project relevant, appropriate and strategic to EEEB project goals and objectives?
2. Was the project relevant, appropriate and strategic to the mandate, strategy, functions, roles, and responsibility of the UNDP, Vice presidency of Science and Technology (VPST) and other key stakeholders?
3. Was the project relevant, appropriate and strategic to the UNDP assistance mandate and development goals?
4. Was the project relevant, appropriate and strategic to the international and national strategic/upper-hand documents, e.g. SDGs, UNDAF, UNDP CPD, and UNDP Strategic Plan?
5. Evaluate how the project addressed country priorities. Evaluate country ownership. Was the project concept in line with the national sector development priorities and plans of the country?
6. Evaluate how the project addressed donor priorities. Evaluate donor ownership. Was the project concept in line with the donor development priorities and plans?
7. Evaluate how private sector were engaged in the process?

Effectiveness and efficiency

8. Were the actions to achieve the outputs and outcomes effective and efficient?
9. Were there any lessons learned, failures/lost opportunities? What might have been done better or differently?
10. How did the project deal with issues and risks?



11. Were the outputs achieved in a timely manner?
12. Were the resources utilized in the best way possible?
13. Were the resources (time, funding, human resources) sufficient?

Impact and sustainability

14. Will the outputs/outcomes lead to benefits beyond the life of the existing project?
15. Were the actions and result owned by the local partners and stakeholders?
16. Was the capacity (individuals, institution, and system) built through the actions of the project?
17. What is the level of contribution of the project management arrangements to national ownership of the set objectives, result and outputs?
18. Were the modes of deliveries of the outputs appropriate to promote national ownership and sustainability of the result achieved?
19. Did the Project contribute to sustainable management of EEEB?
20. Did the Project address cross cutting issues including gender?
21. Evaluate the relevance of the project strategy and assess whether it provided the most effective route towards expected/intended results.
22. Socio-economic risks to sustainability: Are there any social or political risks that may jeopardize sustainability of project outcomes? Do the various key stakeholders see that it is in their interest that the project benefits continue to flow? Is there sufficient public / stakeholder awareness in support of the long-term objectives of the project?
23. Are lessons learned being documented by the Project Team on a continual basis and shared/ transferred to appropriate parties who could learn from the project and potentially replicate and/or scale it in the future?
24. Institutional Framework and Governance risks to sustainability: Do the legal frameworks, policies, governance structures and processes pose risks that may jeopardize sustenance of project benefits? While assessing this parameter, also consider if the required systems/ mechanisms for accountability, transparency, and technical knowledge transfer are in place.
25. Environmental risks to sustainability: Are there any environmental risks that may jeopardize sustenance of project outcomes?
26. Financial risks to sustainability: What is the likelihood of financial and economic resources not being available once the donor assistance ends (consider potential resources can be from multiple sources, such as the public and private sectors, income generating activities, and other funding that will be adequate financial resources for sustaining project's outcomes)?

Project design

27. To what extent did the design of the project help in achieving its own goals?
28. Was the context, problem, needs and priorities well analyzed while designing the project?
29. Were there clear objectives and strategy?
30. Were there clear baselines indicators and/or benchmark for performance?
31. Was the process of project design sufficiently participatory? Was there any impact of the process?
32. Was there coherence and complementarity by the project to the country's energy efficiency efforts by the VPST and its key players within this institution?
33. Evaluate the problem addressed by the project and the underlying assumptions. Evaluate the effect of any incorrect assumptions or changes to the context to achieving the project results as outlined in the Project Document and Mid-term evaluation report.
34. Were lessons from other relevant projects properly incorporated into the project design?
35. Evaluate decision-making processes: were perspectives of those who would be affected by project decisions, those who could affect the outcomes, and those who could contribute information or other resources to the process, taken into account during project design processes?

36. Evaluate the extent to which relevant gender issues were raised in the project design.

Project management, Project Implementation and Adaptive Management

Management Arrangements:

37. Are the project management arrangements appropriate at the team level and project board level?
38. Evaluate overall effectiveness of project management as outlined in the Project Document. Have changes been made and are they effective? Are responsibilities and reporting lines clear? Is decision-making transparent and undertaken in a timely manner? Recommend areas for improvement.
39. Evaluate the quality of execution of the Executing Agency/Implementing Partner(s) and recommend areas for improvement.
40. Evaluate the quality of support provided by the Partner Agency (UNDP) and recommend areas for improvement.

- Work Planning:

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

- Finance and co-finance:

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

- Project-level Monitoring and Evaluation Systems:

48. Evaluate the monitoring tools currently being used: Do they provide the necessary information? Do they involve key partners? Are they aligned or mainstreamed with national systems? Do they use existing information? Are they efficient? Are they cost-effective? Are additional tools required? How could they be made more participatory and inclusive?
49. Examine the financial management of the project monitoring and evaluation budget. Are sufficient resources being allocated to monitoring and evaluation? Are these resources being allocated effectively?

- Stakeholder Engagement:

50. Project management: Has the project developed and leveraged the necessary and appropriate partnerships with direct and tangential stakeholders?
51. Participation and country-driven processes: Do local and national government stakeholders support the objectives of the project? Do they continue to have an active role in project decision-making that supports efficient and effective project implementation?
52. Participation and public awareness: To what extent has stakeholders' involvement and public awareness contributed to the progress towards achievement of project objectives?

- Reporting:

53. Assess how adaptive management changes have been reported by the project management and

shared with the Project Board.

54. Assess how well the Project Team and partners undertake and fulfil GEF reporting requirements (i.e. how have they addressed poorly-rated PIRs, if applicable?)
55. Assess how lessons derived from the adaptive management process have been documented, shared with key partners and internalized by partners.
- **Communications:**
56. Was there appropriate visibility and acknowledgement of the project and donors?
57. Review internal project communication with stakeholders: Is communication regular and effective? Are there key stakeholders left out of communication? Are there feedback mechanisms when communication is received? Does this communication with stakeholders contribute to their awareness of project outcomes and activities and investment in the sustainability of project results?
58. Review external project communication: Are proper means of communication established or being established to express the project progress and intended impact to the public (is there a web presence, for example? Or did the project implement appropriate outreach and public awareness campaigns?)
59. For reporting purposes, write one half-page paragraph that summarizes the project's progress towards results in terms of contribution to sustainable development benefits, as well as global environmental benefits.

Gender Equality

60. To what extent have gender equality, the economic empowerment of women, social inclusion and youth been addressed in the Project design, implementation and reporting? What are the key achievements?
61. In what way could gender equality be enhanced in the future similar projects?

COVID-19

62. To what extent has the project results been affected by Covid-19 and what remedial measures/tools/processes were introduced to address this?
63. In what way the project management/implementation/monitoring approaches could be adapted based on Covid-19 and similar crisis, in future similar projects?

Results Framework/Logframe

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

Progress Towards Results

Progress Towards Outcomes Analysis:

- Review and evaluate the logframe indicators against progress made towards the end-of-project targets using the Progress Towards Results Matrix; colour code progress in a "traffic light system"

based on the level of progress achieved; assign a rating on progress for each outcome; make recommendations from the areas marked as “Not on target to be achieved” (red). If there are major areas of concern, recommend areas for improvement.

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

Project Strategy	Indicator ²	Baseline Level ³	Level in 1 st PIR (self-reported)	Midterm Target ⁴	End-of-project Target	Midterm Level & Assessment ⁵	Achievement Rating ⁶	Justification for Rating
Objective:	Indicator (if applicable:							
Outcome 1:	Indicator 1:							
	Indicator 2:							
Outcome 2:	Indicator 3:							
	Indicator 4:							
	Etc.							
Etc.								

Indicator Assessment Key

Green= Achieved	Yellow= On target to be achieved	Red= Not on target to be achieved
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This work will include reference to an ecosystem approach at the core of the project design. The Final Evaluation should be aligned with the principles established in UNDP’s [Evaluation Policy](#) and the UN Evaluation Group’s [Norms and Standards for Evaluation](#).

6. Expected Outputs and Deliverables

The TE consultant/team shall prepare and submit:

- TE Inception Report: TE team clarifies objectives and methods of the TE no later than 1 week before the TE mission. TE team submits the Inception Report to the Commissioning Unit and project management.
- Presentation: TE team presents initial findings to project management and the Commissioning Unit at the end of the TE mission.
- Draft TE Report: TE team submits full draft report with annexes within 1-2 weeks of the end of the TE mission.
- Final TE Report* and Audit Trail: TE team submits revised report, with Audit Trail detailing how all received comments have (and have not) been addressed in the final TE report, to the Commissioning Unit within 1 week of receiving UNDP comments on draft.

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

² Populate with data from the Logframe and scorecards

³ Populate with data from the Project Document

⁴ If available

⁵ Colour code this column only

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

All final TE reports will be quality assessed by the UNDP Independent Evaluation Office (IEO). Details of the IEO's quality assessment of decentralized evaluations can be found in Section 6 of the UNDP Evaluation Guidelines.⁷

Note: According to the situation of covid-19 in the country, The TE mission is partially virtual when the international evaluator will have virtual meetings and the national evaluator will participate in evaluation meetings and pilot visits with relevant stakeholders, project team etc. in person.

7. TE Arrangements

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

The Commissioning Unit will contract the consultants and ensure the timely provision of per diems and travel arrangements within the country for the TE team. The Project Team will be responsible for liaising with the TE team to provide all relevant documents, set up stakeholder interviews, and arrange field visits.

Note: If it is decided to hold virtual TE, the project team will be responsible for making all arrangements with the stakeholders to provide a virtual platform working well in the country for the virtual interviews, meetings etc.

8. Duration of the Work

The total duration of the TE for international consultant will be approximately 30 working days over a time period of (9 weeks) starting (early-December 2021) and shall not exceed three months from when the TE team is hired. The tentative TE timeframe is as follows:

- 5th December 2021): Application closes
- (9th December 2021): Selection of TE Team
- (12th December 2021): Prep the TE team (handover of project documents)
- (17th December 2021): 5 days (recommended 2-4): Document review and preparing TE Inception Report
- (21st December 2021): 4 days: Finalization and Validation of TE Inception Report- latest start of TE mission
- (25 – 29 December 2021 and 17-19 January 2022 (if required)): 8 days (r: 7-15): TE mission: stakeholder meetings, interviews, field visits (national evaluator could have site visits between 2 January-6 January 2021 and any required meetings and reporting to international evaluator)
- (26th January 2022): Mission wrap-up meeting & presentation of initial findings- earliest end of TE mission
- (26th January 2022): 5 working days (r: 5-10): Preparation of draft TE report
- (31st January 2022): Circulation of draft TE report for comments
- (2nd February 2022): 2 days (r: 1-2): Incorporation of comments on draft TE report into Audit Trail & finalization of TE report
- (5th February 2022): 2 days Preparation & Issue of Management Response
- (optional) Concluding Stakeholder Workshop
- (12th February 2022): Expected date of full TE completion

9. Duty Station

It is a home-based assignment.

⁷ Access at: <http://web.undp.org/evaluation/guideline/section-6.shtml>

Travel:

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

- Obtain the required Security Clearance from UNDP office (the details of travel including date of departure and arrival, accommodation and purpose of travel shall be submitted to UNDP office 2 working days before date of travel).
- Undertake the training courses on BSAFE and provide UNDP with the certificate. The link to access the course is <https://training.dss.un.org/course/category/6>
- Undertake a full medical examination including x-rays and obtain medical clearance from an UN- approved physician. This is only applicable for the Consultant on the age of 65 years or more.
- All ICs who will be hired during the COVID-19 Pandemic period are required to submit “Statement of Good Health” based on the WHO information on the impact of COVID-19 on individuals with underlining conditions before their travel.
- The Contractors shall consult with the delegated authorities on the bases on Travel requirements before date of departure and arrival and inform UNDP accordingly.

REQUIRED SKILLS AND EXPERIENCE

10. TE Team Composition and Required Qualifications

A team of two independent evaluators will conduct the TE – one team leader (with experience and exposure to projects and evaluations in other regions) and one team expert, usually from the country of the project. The team leader will be responsible for the overall design of TE, arranging the whole work with the team expert (national expert), reviewing the project documents and reports presented by the project team, presenting the results of evaluation to the project team and UNDP country office and writing of the TE report. The team expert will review the project documents and reports presented by the project team, assess emerging trends with respect to regulatory frameworks, budget allocations, capacity building, work with the Project Team in setting interviews and meetings. In cooperation with the project team and under supervision of team leader, team expert will be responsible for site visit from the selected energy efficiency pilot buildings during the evaluation period. Due to the COVID pandemic and travel restrictions, the required meetings between team leader and relevant stakeholders will be held virtually. Team expert will be responsible to take part in the required meetings with stakeholders physically or virtually (depending on the allowance to conduct meetings physically). He/she will be responsible to coordinate and facilitate virtual participation of the team leader for the meetings with stakeholders. During the evaluation period it might be required for the team expert to conduct meetings with the project team in the project office. In those meetings team leader will be joined to the meetings virtually.

The evaluator(s) cannot have participated in the project preparation, formulation and/or implementation (including the writing of the project document), must not have conducted this project’s Mid-Term Review and should not have a conflict of interest with the project’s related activities.

The selection of evaluators will be aimed at maximizing the overall “team” qualities in the following arrangement:

Competencies:

The candidate should be able to:

- Ability to work under pressure against strict deadlines
- Ability to think out of the box
- Ability to present complex issues persuasively and simply
- Ability to contextualize global trends in accordance with dynamics of the operating working environment



- Strong communication and interpersonal skills
- Excellent writing skills and proven ability to produce quality and analytical reports within the shortest period of time

Qualifications and Professional Experience

- Advanced university degree and/or professional background in institutional/governance aspects of natural resource management and environment.
- 15 years of relevant professional experience.
- Recent experience with result-based management evaluation methodologies.
- Experience in applying SMART indicators and reconstructing or validating baseline scenarios.
- Preferably 5 years of experience in international development cooperation.
- Fluency in English, both written and spoken.
- Competent in usage of MS Office programmes (MS Word, Excel, Power point);
- Experience working in Asia/the Middle East (experience in Iran will be an asset); and
- Project evaluation/review experiences within United Nations system will be considered an asset.

Criteria for Selection of the Best Offer

The selection process will be carried out in the following manner:

- a) Qualifications and technical proposal will be weighted at 70% based on the following criteria.

Criterion	Max points
Technical expertise	100
Relevant professional experience	150
Knowledge and experience in international development	100
Previous working experience on similar assignments	150
Methodology, challenges and timeline	200

And,

- b) Financial proposal will be weighted at 30%.

11. Evaluator Ethics

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

12. Payment Schedule

In full consideration for the services performed by the contractor under the terms of this contract the UNDP shall pay the contractor the total agreed and contracted amount in three instalments after completion of the work and finalization and approval of the evaluation report.

- 30% payment upon satisfactory delivery of the final TE Inception Report and approval by the Commissioning Unit

- 40% payment upon satisfactory delivery of the draft TE report to the Commissioning Unit
- 30% payment upon satisfactory delivery of the final TE report and approval by the Commissioning Unit and RTA (via signatures on the TE Report Clearance Form) and delivery of completed TE Audit Trail

	Output	% of payment (US\$)	Suggested Target date
1	Satisfactory delivery of the final TE Inception Report and approval by the Commissioning Unit	30%	21 st December
2	Satisfactory delivery of the draft TE report to the Commissioning Unit	40%	26 th January
3	Satisfactory delivery of the final TE report and approval by the Commissioning Unit and RTA (via signatures on the TE Report Clearance Form) and delivery of completed TE Audit Trail	30%	12 th February
TOTAL:		100%	

Criteria for issuing the final payment of 30%:

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

Payment terms:

- Consultant shall not do any work, provide any equipment, materials and supplies or perform any other services which may result in any cost in excess of the contract's amount.
- Communication costs, costs of typing and preparing the soft and hard copies of documents and any other relevant costs regarding this activity.
- Upon receiving and verification of deliverables, payments will be transferred by UNDP to the account number of the consultant introduced through an official letter.
- Payments will be made according to UNDP regulations as explained in the contract documents, within 30 days after receiving the invoice and approval on submitted reports/outputs.
- If the contractor is required to travel to the country, such arrangement shall be fully coordinated in advance with UNDP. The cost of such travels will be covered by UNDP, i.e., the travel cost is excluded from the total consultancy fee. The travel arrangements should be in line with UNDP rules and regulations.

13. Annexes to the TE ToR

Annex A: List of Documents to be reviewed by the evaluators

- Project Original Documents, Log-frame
- UNDP Environmental and Social Screening results
- Strategic Results Framework (and proposed revision of the SRF)
- All Project Implementation
- Progress reports and work plans of the various implementation task teams
- Audit reports
- All technical reports and plans produced by the project



- Oversight mission/back-to-office reports
- All monitoring reports prepared by the project
- Financial and Administration guidelines used by Project Team
- Financial and Administration documents

The following documents will also be available:

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

Annex B: Evaluation matrix (suggested as a deliverable to be included in the inception report)

The evaluation matrix is a tool that evaluators create as map and reference in planning and conducting an evaluation. It also serves as a useful tool for summarizing and visually presenting the evaluation design and methodology for discussions with stakeholders. It details evaluation questions that the evaluation will answer, data sources, data collection, analysis tools or methods appropriate for each data source, and the standard or measure by which each question will be evaluated.

TABLE 1. SAMPLE EVALUATION MATRIX

Relevant Evaluation Criteria	Key Questions	Specific Sub-Questions	Data Sources	Data Collection Methods/Tools	Indicators/Success Standards	Methods for Data Analysis

Annex C: Schedule of tasks, milestones and deliverables.

Based on the time frame specified in the TOR, the evaluators present the detailed schedule.

Annex D: Inception report template

Follow the link: [Inception report content outline](#)

Annex E: Required format for the evaluation report.

The final report must include, but not necessarily be limited to, the elements outlined in the quality criteria for evaluation reports. Follow the link: [Evaluation report template and quality standards](#)

Annex F: Evaluation Recommendations.

Follow the link: [Evaluation Management Response Template](#)

Annex G: Evaluation Quality Assessment

Evaluations commissioned by UNDP country offices are subject to a quality assessment, including this evaluation. Final evaluation reports will be uploaded to the Evaluation Resource Centre (ERC site) after the evaluations complete. IEO will later undertake the quality assessment and assign a rating. IEO will notify the assessment results to country offices and makes the results publicized in the ERC site. UNDP Lao PDR aims to ensure evaluation quality. To do so, the consultant should put in place the quality control of deliverables. Also, consultants should familiarize themselves with rating criteria and assessment questions outlined in the Section six of [UNDP Evaluation Guidelines](#)

Annex H: Code of conduct.

UNDP requests each member of the evaluation team to read carefully, understand and sign the ‘Code of Conduct for Evaluators in the United Nations system’, which may be made available as an attachment to the evaluation report. Follow this link: <http://www.unevaluation.org/document/detail/100>

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

1. LEGAL STATUS: The Individual contractor shall have the legal status of an independent contractor vis-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 their engagement of such persons or entities.

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

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

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

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



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

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

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



termination of the Contract. Notwithstanding the foregoing, the Individual contractor acknowledges that UNDP may, in its sole discretion, disclose the purpose, type, scope, duration and value of the Contract, the name of the Individual contractor, and any relevant information related to the award of the Contract.

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

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

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

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

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

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



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

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

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

11. ENCUMBRANCES AND LIENS: The Individual contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Individual contractor or to become due for any work 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 his or her obligations and meet his or her responsibilities under the Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with the performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract or suspension thereof.

Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Individual contractor. The Individual contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Individual contractor must perform in or for any areas in



which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delay or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute *force majeure* under the Contract.

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

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

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

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

15. TAXATION: Article II, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the



Individual contractor under this Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.

16. AUDITS AND INVESTIGATIONS: Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP. The Individual contractor acknowledges and agrees that UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, and the obligations performed thereunder.

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

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

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

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

17. SETTLEMENT OF DISPUTES:

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

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



unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

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

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

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

Please note that the subject of your submission email should be ONLY:

IRNUNDP21109

Annex III

Individual's Information Sheets

International Consultant for Terminal Evaluation of “Policy reform and market transformation of energy efficiency buildings of I.R of IRAN”

(Please type)

General Information:
Full name of individual: Home address: Telephone no.: Fax no.: E-mail address: <i>Please attach your CV/resume.</i>
References: Please provide the full names and contact details of at least two people (not related to you) or organizations/companies with whom/which you have had previous work experience. Please note that if selected, these referees will be contacted for the purpose of reference checking.
1) Full name of referee: Position/occupation: Telephone no.: E-mail address:
2) Full name of referee: Position/occupation: Telephone no.: E-mail address:
3) Full name of referee: Position/occupation: Telephone no.: E-mail address:

Please list your similar previous activities (at least one case) with description of services provided by you.	
1)	
2)	
3)	

Please note that the subject of your submission email should be ONLY:

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Please write a summary of your educational background and your experience in below areas:

- Write about your University Degree/s:

- Write about your experience, knowledge, and skills in below areas:
 - 15 years of relevant professional experience.
 - Recent experience with result-based management evaluation methodologies.
 - Experience in applying SMART indicators and reconstructing or validating baseline scenarios.
 - Preferably 5 years of experience in international development cooperation;
 - Fluency in English, both written and spoken.
 - Experience working in Asia/the Middle East (experience in Iran will be an asset).
 - Project evaluation/review experiences within United Nations system will be considered an asset

- Your knowledge of MS Office programmes (MS Word, Excel, Power point), please rate yourself.
 - ☐ No proficiency
 - ☐ Elementary proficiency
 - ☐ Limited working proficiency
 - ☐ Professional working proficiency
 - ☐ Full professional proficiency

- Your knowledge of English (reading, writing and speaking), please rate yourself.
 - ☐ No proficiency
 - ☐ Elementary proficiency
 - ☐ Limited working proficiency
 - ☐ Professional working proficiency
 - ☐ Full professional proficiency

Track Record and Experiences: Provide the following information regarding your experience within the last three years which are related or relevant to those required for this contract.

Name of project	Client	Contract Value	Start Date	End Date	Contract's scope	References Contact Details (Name, Phone, Email)

Please note that the subject of your submission email should be ONLY:

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Letter of interest: Please write (or attach), in no more than one page, about your motivation and interest in this activity and its relevance to your qualifications and previous work experience as well as why you consider yourself suitable for the work and a brief methodology on how you will approach & conduct the work.

Please note that the subject of your submission email should be ONLY:

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Please explain your methodology and approach for carrying out the activities and obtaining the expected output

Please explain your understanding of the expected challenges and problems in implementation of this work and explain your approach to address and resolve them.

Please note that the subject of your submission email should be ONLY:

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Please develop an action plan with steps and timeframe for activities to be conducted by you including coordination with organizations required for implementation of the work

Example:

Responsible entity/individual (if applicable)	Timeframe	Involved entities (if applicable)	Steps

Attachments:

Please attach following documents:

- CV
- Any other relevant documents including copy of contracts, publications, etc.

Other explanations:

Name and signature of the individual

Name:

Signature:

Date:

Please note that the subject of your submission email should be ONLY:

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**Annex IV
Financial Proposal**

The offeror is asked to provide a Financial Proposal with indicating the daily fee for the required duration to accomplish the deliverables defined in the Terms of Reference.

Breakdown of Cost by Components:

Description of Output/Deliverables	Required working Days	Unit Cost (EUR)	Amount (EUR)
The final TE Inception Report			
The draft TE report			
The final TE report			
Miscellaneous Costs (if any, please specify the type of cost you are referring to)			
Total Offered Amount (EUR)			

Signature:

Name:

Title:

Date:

Important Notes:

- The contract amount will be paid as per the above installments after completion of the work and finalization and approval of the evaluation report.
- The requested expected no. of days for each deliverable is purely for procurement justification purposes and will not affect the payment terms of the contract which is lump sum (deliverable based)
- The offered and agreed amount of each deliverable will not be subject to change during the lifetime of the contract.
- The payments will be made based on the completion of each deliverable upon certification by UNDP that the deliverables have been satisfactorily received.

Please note that the subject of your submission email should be ONLY:

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Annex V

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

Date _____

Nazli Alavi
United Nations Development Programme
No.8, Shahrzad Blvd., Darrous, Tehran, 1948773911, Iran

Dear Sir/Madam:

I hereby declare that:

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

Please note that the subject of your submission email should be ONLY:

IRNUNDP21109

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

J) If I am selected for this assignment, I shall *[please check the appropriate box]:*

☐

Sign an Individual Contract with UNDP;

☐

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

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

☐

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

☐

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

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

☐

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

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

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

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

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

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

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

Please note that the subject of your submission email should be ONLY:

IRNUNDP21109

Name	Relationship	Name of International Organization

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

YES ☐ NO ☐

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

YES ☐ NO ☐ If answer is "yes", WHEN?

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

Full Name	Full Address	Business or Occupation

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

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

FULL NAME: _____

ADDRESS:

HOME TEL NO.: _____

CELL PHONE: , _____

DATE: _____

SIGNATURE: _____

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