

INDIVIDUAL CONSULTANT PROCUREMENT NOTICE



Date: 17 February 2020
Ref. POPs/IC/2020/004

Country: Pakistan

Description of the assignment: Health risk assessment of Persistent Organic Pollutants (POPs) in Punjab

Project name: Comprehensive Reduction and Elimination of Persistent Organic Pollutants in Pakistan

Period of assignment/services (if applicable): 03 months (5th March to 31st May, 2020)

Duty Station: Punjab

Please submit your **UN P11 Form, Technical Proposal, filled Annexes (attached as Annex D, F, G and H) along with attested documents** to the following address: not later than **2nd March, 2020 before 12:30 PM**

Comprehensive Reduction and Elimination of Persistent Organic Pollutants in Pakistan.

H # 52, 1st Floor, Street # 5, E11/4

NPF, Islamabad, Pakistan

Tel: +92 51 8443488

no later than **2nd March, 2020 before 12:30 PM**

Kindly write the following on top left side of the envelop "Health risk assessment of POPs in Punjab"

If additional information is required, please write to us or contact us at +92-51-8443288. 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 address mentioned above.

1. BACKGROUND

Objectives of this project are reducing human health and environmental risks by enhancing management capacities and disposal of POPs in Pakistan through: i) the development and implementation of a regulatory, policy and enforcement system to reduce POPs releases and to regulate POPs waste disposal; ii) capacity building to reduce exposure to and releases of POPs; iii) collection, transport and disposal of 300t of PCB and 1200t of POPs Pesticides. The elimination of POPs pesticide stockpiles became even more urgent after the 2010 floods which damaged some of the storage sites of hazardous chemicals and pesticides. To ensure environmentally sound disposal of POPs, a facility to be upgraded, tested and permitted in compliance with Stockholm Convention BAT/BEP. As an alternative, the project will however keep open the option of shipment of POPs waste abroad for disposal, in compliance with the Basel Convention, if at an early stage it will result evident that the POPs cannot be disposed of using the technologies available in the country.

The project intends to achieve this objective improving the regulatory system, enhancing its enforcement, raising awareness on POPs, and by establishing the capacity for POPs monitoring, handling, transport and disposal. This will contribute to the broader Goal, which is to reduce risk for the human health and the environment by avoiding the release of POPs in the environment and preventing people exposure to POPs.

2. OBJECTIVES OF THE ASSIGNMENT

The main objective of the assignment is to undertake health risk assessment of POPs in Punjab. The consultant will submit the comprehensive report keeping in view main objectives of the assignment.

3. SCOPE OF WORK, RESPONSIBILITIES AND DESCRIPTION OF THE PROPOSED REPORT WORK

To Whom to report the Outcome:

The consultant will report directly to the National Technical Advisor and National Project Manager POPs (Comprehensive Reduction and Elimination of Persistent Organic Pollutants in Pakistan)

Tasks to be performed:

- Identification and interaction with all the local stakeholders / affectees who are in direct contact with POPs Pesticides / PCBs and work in agro fields, reclamation workshops, industries etc.
- Interviews and focus group discussions with the stakeholders
- Cross checking the information and health data with local health centers
- Sampling of blood from humans directly involved with POPs.
- Sampling of blood from livestock in vicinity of pesticides stores or fields
- Sampling of milk/dairy and drinking water in vicinity of POPs stores
- Chemical analysis from approved laboratory for POPs residues in blood, water, milk samples collected from hot spots
- Preparing charts and info graphs for all the samples analysis and marking the threshold for safe limits as per internationally known/accepted standards
- Submission of Health Risk Assessment Report along with remedies.

4. DELIVERABLES

#	Deliverable	Payment Breakdown	Timeline
1	Submission of inception report	10%	5 days
2	Submission of report on field visits, sampling details and interviews	30%	15 days
3	Draft report on chemical analysis of POPs residues in all samples	30%	10 days
4	Final Health Risk Assessment Report with remedies	30%	5 days
Total		100%	40 days

5. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

Academic Qualification:

- MBBS or university Degree in public health, pharmacy, medical sciences.

Years of Experience:

- Minimum 10 years of experience in medical/health sector.
- Familiarity with stakeholders' interaction and engagement.
- Previous working experience in blood sampling, samples analysis is preferred.
- Experience of working with the Government
- Experience of working with national and international donors and partners.

Competencies:

- Excellent coordination and engagement skills including working with communities.
- Excellent reports writing and presentation skills

6. DOCUMENTS TO BE REVIEWED

The Consultant shall read, but is not limited to, the following materials related to understand the work specified under this Consultancy:

1. Project document
2. National Implementation Plan (NIP)
3. Chemical Profile of Pakistan with focus on POPs legislation
4. Gap analysis report regarding POPs legislation
5. Previous inventories and related materials available with the project

7. FINANCIAL PROPOSAL

Lump sum contract

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).

8. 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
<u>Technical Competencies</u>	70	
<ul style="list-style-type: none">• MBBS or university Degree in public health, pharmacy, medical sciences.	15	

<ul style="list-style-type: none"> • Minimum 10 years of experience in medical/health sector. (15) • Familiarity with stakeholders' interaction and engagement. (5) • Previous working experience in blood sampling, samples analysis is preferred. (15) • Experience of working with the Government (5) • Experience of working with national and international donors and partners. (5) 	45	
<ul style="list-style-type: none"> • Excellent coordination and engagement skills including working with communities. • Excellent reports writing and presentation skills. 	10	
Financial proposal	30	
Total Score	Technical score 70+30 Financial	

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

9. PAYMENT MODALITIES AND SPECIFICATIONS

1. 10% upon submission and approval of inception report
2. 30% Upon submission and approval of sampling details, field visits and interview
3. 30% upon submission and approval of draft report on chemical analysis of POPs residues in samples
4. 30% Upon submission of final report on health risk assessment with remedial measures

10. APPLICATION PROCESS¹

Recommended Presentation of Proposal:

- a) **Letter of Confirmation of Interest and Availability** using the [template](#)² provided by UNDP;
- b) **CV** and a **Personal History Form** ([P11 form](#))³;
- c) **Brief description of approach to work/technical proposal** of why the individual considers him/herself as the most suitable for the assignment, and a proposed methodology on how they will approach and complete the assignment; (max 1 page)

¹Engagement of the consultants should be done in line with guidelines for hiring consultants in the POPP: <https://info.undp.org/global/popp/Pages/default.aspx>

²<https://intranet.undp.org/unit/bom/psa/Support%20documents%20on%20IC%20Guidelines/Template%20for%20Confirmation%20of%20Interest%20and%20Submission%20of%20Financial%20Proposal.docx>

³http://www.undp.org/content/dam/undp/library/corporate/Careers/P11_Personal_history_form.doc

ANNEX

- ANNEX A - TERMS OF REFERENCES (TOR)
- ANNEX B - LIST OF DOCUMENTS FOR REVIEW
- ANNEX C -PROJECT LOGICAL FRAMEWORK (PLANNING MATRIX)
- ANNEX D- PERSONAL HISTORY FORM (P-11)
- ANNEX E- INDIVIDUAL CONSULTANT GENERAL TERMS & CONDITIONS
- ANNEX F- PROPOSAL SUBMISSION FORM
- ANNEX G- OFFEROR'S LETTER TO UNDP
- ANNEX H- FINANCIAL PROPOSAL

TERMS OF REFERENCE

HIRING OF INDIVIDUAL CONSULTANT TO UNDERTAKE HEALTH RISK ASSESSMENT OF POPS IN PUNJAB

Project Title	"Comprehensive Reduction and Elimination of Persistent Organic Pollutants in Pakistan"
Post Title	Individual Consultant to undertake health risk assessment of POPS in Punjab
Duty Station	Punjab
Duration	3 Months (05 th March – 31 st May 2020)
Contract	Individual Consultancy Contract – Short Term

1. INTRODUCTION

This is the Terms of Reference (TOR) for the consultancy titled "undertake health risk assessment of POPS in Punjab".

As per approved activity of AWP 20120 Action 7.1.1 g) under competent 3: Transport and disposal of PCBs and POPS pesticide, the project is planning to hire a consultant to undertake health risk assessment of POPS in Punjab. The project started on January 2015 and is in its 5th year of implementation. This individual consultant hiring process must follow the guidance outlined in the document Guidance for conducting consultancies of UNDP-Supported, GEF-Financed Projects.

2. PROJECT INFORMATION

Programme Period: January 2015 to September 2020
 Total resources required: USD 5,450,000

Co-financing USD 34,234,822

- Government USD 11,570,000
- UNDP USD 300,000
- Private Sector USD 22,364,822

Objectives of the above-mentioned POPS project are reducing human health and environmental risks by enhancing management capacities and disposal of POPS in Pakistan through:

- i) the development and implementation of a regulatory, policy and enforcement system to reduce POPS releases and to regulate POPS waste disposal;
- ii) capacity building to reduce exposure to and releases of POPS;
- iii) collection, transport and disposal of 300t of PCB and 1200t of POPS Pesticides

The elimination of POPS pesticide stockpiles became even more urgent after the 2010 floods which damaged some of the storage sites of hazardous chemicals and pesticides. To ensure environmentally sound disposal of POPS, a facility to be upgraded, tested and permitted in compliance with Stockholm Convention BAT/BEP. As an alternative, the project will however keep open the option of shipment of POPS waste

abroad for disposal, in compliance with the Basel Convention, if at an early stage it will result evident that the POPs cannot be disposed of using the technologies available in the country.

The project intend to achieve this objective improving the regulatory system, enhancing its enforcement, raising awareness on POPs, and by establishing the capacity for POPs monitoring, handling, transport and disposal. This will contribute to the broader Goal, which is to reduce risk for the human health and the environment by avoiding the release of POPs in the environment and preventing people exposure to POPs.

The project has been arranged in four components (including Monitoring and Evaluation) as following:

1. Development and implementation of a Regulatory, Policy and enforcement system to reduce POPs releases.
2. Capacity building of local communities and public and private sector stakeholders to reduce exposure to and releases of POPs.
3. Collection, Transport and Disposal of PCBS and POPS Pesticides
4. Monitoring and Evaluation.

The following is a description of Outcomes under each component

1. Outcome 1.1. Strengthened POPs regulatory and policy instruments adopted and POPs management systems for controlling and reducing releases of POPs functional.
2. Outcome 1.2. Government enforcement agencies and other organizations involved in regulating POPs management are able to use tools developed for POPs management and network with/regulate main agencies handling POPs
3. Outcome 1.3. Governance and enforcement particularly on illegal imports framework for controlling POPs improved.
4. Outcome 1.4. National Chemicals Profile updated
5. Outcome 2.1. Stakeholder groups aware of sources and prepared to mitigate POPs exposure and releases with specific reference to pesticide stockpiles.
6. Outcome 2.2. Cost effective POPs exposure mitigation undertaken focusing mainly on PCBs.
7. Outcome 2.3. POPs awareness among key target groups, such as decision makers, high/risk occupations etc. raised.
8. Outcome 2.4 Reduced POPs exposure in occupational setting.
9. Outcome 3.1. Capacity to undertake POPs disposal projects at provincial level established.
10. Outcome 3.2. Environmentally Sound Disposal of POPs. Removal of particularly risky POPs stockpiles and the sound disposal of up to 1200 tons of POP pesticides and of 300 tons of PCB
11. Outcome 3.3. National POPs management and disposal scheme and replication plan developed.

12. Outcome 4.1. M&E and adaptive management are applied to provide feedback to the project coordination process to capitalize on the project needs; and
13. Outcome 4.2. Lessons learned and best practices are accumulated, summarized and replicated at the country level and disseminated internationally.

3. OBJECTIVES OF THE ASSIGNMENT

The main objective of the assignment is to undertake health risk assessment of POPs in Punjab. The consultant will submit the comprehensive report keeping in view main objectives of the assignment.

4. DETAILED SCOPE OF THE ASSIGNMENT

To whom to report the outcome:

The consultant will report directly to the National Technical Advisor and National Project Manager POPs (Comprehensive Reduction and Elimination of Persistent Organic Pollutants in Pakistan)

Documents to review:

The Consultant shall read, but is not limited to, the following materials related to understand the work specified under this Consultancy:

1. Project document
2. National Implementation Plan (NIP)
3. Chemical Profile of Pakistan with focus on POPs legislation
4. Gap analysis report regarding POPs legislation
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Tasks to be performed:

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- Preparing charts and info graphs for all the samples analysis and marking the threshold for safe limits as per internationally known/accepted standards
- Submission of Health Risk Assessment Report along with remedies.

1. TIMEFRAME

The total duration of the assignment will be *3 months from 5th March – 31st May, 2020*, and shall not exceed two months from when the consultant(s) are hired.

2. DELIVERABLES

The consultant will keep liaison with POPs PMU on weekly basis to get updates on following deliverables in accordance with the project components, outputs. The 40 days inputs and deliverables are identified below:

#	Deliverable	Payment Breakdown	Timeline
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3. PAYMENT MODALITIES AND SPECIFICATIONS

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4. 30% Upon submission of final report on health risk assessment with remedial measures

4. APPLICATION PROCESS⁴

Recommended Presentation of Proposal:

- d) **Letter of Confirmation of Interest and Availability** using the [template](#)⁵ provided by UNDP;
- e) **CV and a Personal History Form** ([P11 form](#))⁶;
- f) **Brief description of approach to work/technical proposal** of why the individual considers him/herself as the most suitable for the assignment, and a proposed methodology on how they will approach and complete the assignment; (max 1 page)
- g) **Financial Proposal** that indicates the all-inclusive fixed total contract price and all other travel related costs (such as flight ticket, per diem, etc), supported by a breakdown of costs, as per template attached to the Letter of Confirmation of Interest template. If an applicant is employed by an organization/company/institution, and he/she expects his/her employer to charge a management fee in the process of releasing him/her to UNDP under Reimbursable Loan Agreement (RLA), the applicant must indicate at this point, and ensure that all such costs are duly incorporated in the financial proposal submitted to UNDP.

Criteria for Evaluation of Proposal: Only those applications which are responsive and compliant will be evaluated. Offers will be evaluated according to the Combined Scoring method – where the educational background and experience on similar assignments will be weighted at 70% and the price proposal will weigh as 30% of the total scoring. The applicant receiving the Highest Combined Score that has also accepted UNDP's General Terms and Conditions will be awarded the contract.

⁴Engagement of the consultants should be done in line with guidelines for hiring consultants in the POPP: <https://info.undp.org/global/popp/Pages/default.aspx>

⁵<https://intranet.undp.org/unit/bom/pso/Support%20documents%20on%20IC%20Guidelines/Template%20for%20Confirmation%20of%20Interest%20and%20Submission%20of%20Financial%20Proposal.docx>

⁶http://www.undp.org/content/dam/undp/library/corporate/Careers/P11_Personal_history_form.doc

ANNEX B: List of Documents to be reviewed

1. Project document
2. National Implementation Plan (NIP)
3. Chemical Profile of Pakistan with focus on POPs legislation
4. Gap analysis report regarding POPs legislation
5. Previous inventories and related materials available with the project

PROJECT LOGICAL FRAMEWORK (PLANNING MATRIX)

Project Results Framework:

This project will contribute to achieving the following Country Programme Outcome as defined in CPAP or CPD:
Country Programme Outcome Indicators:
Primary applicable Key Environment and Sustainable Development Key Result Area (same as that on the cover page, circle one): 1. Mainstreaming environment and energy OR 2. Catalyzing environmental finance OR 3. Promote climate change adaptation OR 4. Expanding access to environmental and energy services for the poor.
Applicable GEF Strategic Objective and Program: Objective 1: Phase out POPs and reduce POPs releases
Applicable GEF Expected Outcomes: Outcome 1.3 POPs releases to the environment reduced; Outcome 1.4 POPs waste prevented, managed, and disposed of, and POPs contaminated sites managed in an environmentally sound manner; Outcome 1.5 Country capacity built to effectively phase out and reduce releases of POPs.
Applicable GEF Outcome Indicators: Indicator 1.4.1 Amount of PCBs and PCB-related wastes disposed of, or decontaminated; measured in tons as recorded in the POPs tracking tool. Indicator 1.4.2 Amount of obsolete pesticides, including POPs, disposed of in an environmentally sound manner; measured in tons. Indicator 1.5.2 Progress in developing and implementing a legislative and regulatory framework for environmentally sound management of POPs, and for the sound management of chemicals in general, as recorded in the POPs tracking tool.

	Indicator	Baseline	Targets End of Project	Source of verification	Risks and Assumptions
Project Objective: Reducing human health and environmental risks by enhancing management capacities and disposal of POPs in Pakistan	Extent to which provisions on POPs comprehensively integrated into the regulation on chemicals, waste, environmental targets. Comprehensive regulation, clean up targets, and guidance on POPs contaminated sites in place and tested on a number of contaminated sites. Extent to which awareness on POPs of relevant stakeholders measurably enhanced.	The integration of SC requirement on POPs in the existing regulation is very limited. A harmonized regulatory system aimed at reducing release of, and exposure to POPs and hazardous chemicals is still missing. Awareness of institutional and industrial stakeholders, as well as the general public is low. POPs pesticide stockpile and PCB	Existing regulation on chemical management updated and enforced with provisions related to POPs An integrated system for enforcing and controlling proper management of POPs, both ad administration and industrial sectors adopted A comprehensive package of regulations	Project reports and documentation. Official acts related to the promulgation of new / amended laws. Training reports Workshop – meeting minutes. Hazardous Waste Manifests Site surveys Interview and questionnaires.	Risks: Regulatory authorities not committed to issue new regulation. POPs stockpile and PCBs not timely identified are released in the environment. Technology for disposing POPs and PCBs not timely established. Assumptions. Inventory of POPs and PCBs already started at PPG stage, and is the first and most urgent project activity. The GoP is highly committed to establish a modern environmental regulation implementing in a sustainable way the SC provisions. The project will follow a double approach for disposal of POPs, which will ensure that, in case a domestic disposal technology cannot be identified, POPs can be still send abroad for disposal

	Indicator	Baseline	Targets End of Project	Source of verification	Risks and Assumptions
	<p>Extent to which capacity of local communities and public and private sector stakeholders to reduce exposure to POPs and their releases enhanced.</p> <p>Percentage increase in tons of POPs pesticide stockpiles and PCBs properly managed and disposed off</p>	<p>contaminated equipment are unsafely stored and often dispersed in the environment as a result of floods.</p> <p>Capacity and infrastructures for the management and disposal of POPs stockpiles and PCBs is missing.</p>	<p>and guidance for POPs reduction and disposal, permitting of disposal facilities, PCB inventory and treatment established. Management capacity of governmental and industrial stakeholders increased. Awareness of relevant stakeholders at all level is significantly enhanced,</p> <p>At least 1200 tons of POPs pesticide and 300 tons of PCBs contaminated equipment safely collected, stored and disposed off.</p>		<p>in compliance with the Basel convention.</p>

Component 1. Development and implementation of a Regulatory, Policy and enforcement system to reduce POPs releases

Outcome .1.1. strengthened POPs regulatory and policy instruments adopted and POPs management systems for controlling and reducing releases of POPs functional	Number of regulatory tools relevant to the management of POPs including PCBs, hazardous waste pesticides, release and emission limits for disposal facilities, analyzed, revised and amended to consistently take	The initial POPs pesticides as included in the Stockholm Convention before 2009 are banned in Pakistan, through the Agricultural Pesticides Ordinance, 1971. New POPs like PFOs and	Key POPs related national legislation developed. National Technical POPs management Guidelines developed.	Gap analysis report of the current regulatory system with SC Meeting minutes. Text of new or amended regulation. Text of enforcement rules for management of	Risks: 1) Lack of coordination of the relevant institutions and ministries 2) Conflicting objectives of different ministries / stakeholders which may render difficult the negotiation on an integrated regulation. 3) Lack of commitment of relevant stakeholders. 4) Timing and complexities of procedures for the examination, voting and
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	Indicator	Baseline	Targets End of Project	Source of verification	Risks and Assumptions
	into account SC provisions on POPs.	brominated flame retardants are not regulated in Pakistan A PCBs regulation is completely missing. Regulation on U-POPs emission is not compliant with the SC BAT/BEP		POPs. Interview, site visit, questionnaire with relevant stakeholders	adoption of new technical regulations. 5) Provisions on import/export activities would require bilateral agreement with boundary countries which may be difficult to implement. 6) Lack of commitment – capacity in drafting the Pakistan chemical profile. 7) Training effectiveness limited or not properly assessed due to limited participation or limited quality control.
Outcome 1.2 Government enforcement agencies and other organizations involved in regulating POPs management are able to use tools developed for POPs management and network with/regulate main agencies handling POPs.	Number of national Technical POPs management Guidelines compliant with SC developed and effectively implemented. Number of management and enforcement staff at national and provincial level in at least 4 provinces have enhanced skills/capacities on POPs management and enforcement.	Inadequate specialized skills, financial resources, equipment and working tools by respective institutions dealing with POPs; Lack of dedicated administrative structure.	60 staff from central and provincial level administration trained on enforcement of POPs related provisions. Guidance / circulars on PCB identification, inventory and disposal issued; Guidance / circulars on obsolete pesticides including POPs identification, inventory and disposal issued; Guidance for import / export of POPs containing materials and goods.	Text of adopted administrative procedures and circulars establishing POPs management at central and provincial level. Training material, training minutes, outcome of pre and post assessment of the participants.	Assumptions/countermeasures: 1) 2) and 3) Coordination and solution of conflicts among different stakeholders may be solved by involving them in the project steering committee and/or in specific project activities and establishing a well-staffed PMO for project management. A "POPs regulation coordination office" will be established at federal level which will interact with PMU and will coordinate with all governmental bodies involved in regulatory work. 4) The selection of the proper procedure and type of regulatory instruments (i.e. decree instead of laws, or official guidance documents annexed to existing laws) for POPs – related legislation will ensure that regulation is adopted within project deadline. 6) An international meeting with representatives of boundary countries to clarify transboundary issues will be hold to discuss a common platform. It should be noticed that all the boundary countries (China, India, Iran, Afghanistan) ratified or accessed the
Outcome 1.3. Governance and enforcement	Number of main custom offices	Inadequate awareness of importers and	Procedures, responsibilities and offices for	Text of adopted administrative procedures and	

	Indicator	Baseline	Targets End of Project	Source of verification	Risks and Assumptions
particularly on illegal imports framework for controlling POPs improved.	<p>out of the total number which have adopted procedures and circulars establishing POPs management.</p> <p>Number of officers from all the main customs successfully trained.</p>	<p>custom officers on imports requirements; Inadequate POPs inspectorate services</p> <p>Lack of control on the export of PCB content of end of life electrical equipment</p>	<p>the enforcement of provisions related to import/exports of POPs substances or POPs containing or contaminated articles established.</p> <p>Custom officers and managers trained on POPs issues and strategies.</p> <p>All the main customs in Pakistan have adopted procedures and circulars establishing POPs management.</p>	<p>circulars establishing POPs management for custom officers.</p> <p>Training material, training minutes, outcome of pre and post assessment of the participants.</p>	<p>Stockholm convention,</p> <p>7) Pakistan government is strongly motivated in providing information for drafting the country chemical profile. Technical assistance will be mobilised by the project, involving national and international expert with outstanding experience in chemical management, to ensure the successful completion of that task.</p> <p>8) To access the training sessions, candidate will have to pass an initial test which will serve also as baseline; and a final test, which will demonstrate the progress achieved and hence effectiveness of the training. The trainees passing the final test will receive an official certificate issued by (identify). The above will ensure at the same time willingness to attend training course and quality/effectiveness of the training</p>
Outcome 1.4. Comprehensive National Chemicals Profile improved and updated with enhanced steps taken for better response	Availability of an updated chemical profile report for Pakistan.	<p>A chemical profile for the country was completed in 2009 by the International Cooperation Wing of the former Ministry of Environment. The chemical profile includes description of the chemical management in the country, including regulatory framework and management of hazardous</p>	<p>Data compilation and elaboration of an updated Chemicals Profile for Pakistan with special reference to 1) priority concerns related to chemicals in all stages of their Life Cycles 2) Legal Instruments and institutional framework 3)</p>	<p>Update chemical profile report – preliminary and final draft</p>	<p>Risk: Upgrading of Chemical profile not fully taking into account changes</p> <p>Assumption: Enough data on chemical management will be made available at starting of the project and further data will be generated in the course of project implementation. The expert involved in drafting of chemical profile have significant experience on the matter</p>

	Indicator	Baseline	Targets End of Project	Source of verification	Risks and Assumptions
		waste, which will obviously need to be updated as a result of the activity of the project	Chemical Emergency preparedness 4) Management of POPs 5) Disposal capacity for PCBs and POPs.		
Component 2. Capacity building of local communities and public and private sector stakeholders to reduce exposure to and releases of POPs					
Outcome 2.1. Stakeholder groups aware of sources and prepared to mitigate POPs exposure and releases.	Number of institutes and communities receiving effective Training on POPs exposure Percentage increase in the level of awareness of main private and public stakeholders, on cost effective POPs exposure, POPs release reduction and alternative to POPs	Poor information exchange and data keeping; Inadequate resources for dissemination of information on the viable POPs alternatives Lacking of information and procedures for preventing exposure to and release of POPs	Development of awareness and training programs of sources and cost-effective POPs exposure and release reduction steps as well as alternatives to POPs. Professional and community level training sessions on POPs exposure mainly for PCBs and release undertaken as well as risks with unauthorized products reduction covering 30 institutes and 50 communities. Training of PCB holders in safe PCB handling during maintenance	Interview and questionnaires. Raising awareness materials and documents. Material and minutes of the awareness workshops. Training material, training minute, outcome of pre and post assessment of the participants	Risks: 1) Stakeholders and interest groups not properly identified; 2) Awareness and training program not properly targeted to the audience 3) Training effectiveness limited or not properly assessed due to limited participation or limited quality control. 4) Enterprises may be not committed to send their personnel for training or workers not allowed / not willing to leave the job for the duration of the training. Assumptions/countermeasures: 1) A specific activity on stakeholder identification will be launched at project starting, with the support of known governmental, NGOs, and industrial stakeholders. 2) Awareness and training programs will be based on the result of awareness and training gap analysis carried out by stakeholders. 3) To access the training sessions, candidate will have to pass an initial test which will serve as baseline; and a final test, which will demonstrate the progress achieved and hence effectiveness of the training. The trainees passing
Outcome 2.2	Number of	Lack of	Specific	Interview and	

	Indicator	Baseline	Targets End of Project	Source of verification	Risks and Assumptions
Cost effective POPs exposure mitigation undertaken focusing mainly on PCBs.	<p>people successfully trained for each relevant sector.</p> <p>Percentage of people have enhanced post-training skills for safe PCB handling during maintenance.</p>	<p>guidelines on risk minimization procedures for handling, transportation, storage and disposal of PCB contaminated equipment.</p> <p>Lack of adequate legal provision for monitoring of POPs release and their effects to human environment;</p> <p>There are no legal provisions focusing on PCBs management</p>	<p>guidance documents developed and training for PCB holders in safe PCB handling during maintenance undertaken,</p> <p>At least 50 people from the power generating and distribution sectors and 50 people from large electricity consumption factories which are owners of potentially PCB contaminated equipment trained</p>	<p>questionnaires.</p> <p>Guidance documents for PCB owners.</p> <p>Training material, training minute, outcome of pre and post assessment of the participants</p>	<p>the final test will receive an official certificate issued by implementing and executing agency The above will ensure at the same time willingness to attend training course and quality/effectiveness of the training</p> <p>4) A ToT (Training of Trainers) approach for enterprises will be adopted to optimize time spent by workers and enterprises staff in attending training.</p> <p>5) Enterprises will appreciate how a better trained staff on POPs and safety at work will eventually imply a reduction in their liabilities and a better integration in the community.</p>
Outcome 2.3. Awareness on POPs pesticides among key target groups, such as decision makers, high/risk occupations etc. raised.	<p>Number of institutes and communities effectively trained.</p> <p>Percentage of women with enhanced awareness on POPs</p>	<p>Lack of awareness, both for the public at large, decision makers or farmers, on public awareness on health and environmental risks associated with POP pesticides.</p>	<p>At least 30 institutes and 50 communities in relevant areas (agriculture intensive, manufacturing districts, power sector, and waste management) trained on pesticidal POPs and their toxicology features, POPs exposure scenario, alternatives to POPs and POPs-free technologies including a specific</p>	<p>Interviews, questionnaires, Training material, training minutes, outcome of pre and post assessment of the participants-</p>	

	Indicator	Baseline	Targets End of Project	Source of verification	Risks and Assumptions
			training activity for addressing gender issue, carried out.		
Outcome 2.4 Reduced POPs exposure in occupational setting.	<p>Number of specific industrial sector for which training on POPs has been effectively delivered.</p> <p>Extent to which industries have integrated POPs issues adopted into their management and supervision structure.</p>	<p>Inadequate resources to support preparation and execution of training and awareness raising program.</p> <p>Lack of knowledge on safety at workplace, risk reduction, use of PPE in most industries.</p>	<p>Guidance for exposure reduction to POPs in priority areas, including non-occupational exposure and gender-related exposure developed.</p> <p>Operators from at least 5 specific industrial sectors (waste management and recycling, textile manufacturing, electric power sector, agriculture, iron and steel, ship-breaking, plastic) and control authorities trained on POPs reduction, BAT/BEP, PPE</p> <p>At least 5 industries and control authorities have integrated POPs issues into their management and supervision structures</p> <p>A specific</p>	Interviews, questionnaires, Training material, training minutes, outcome of pre and post assessment of the participants-	

	Indicator	Baseline	Targets End of Project	Source of verification	Risks and Assumptions
			training activity for women addressing POPs issue implemented		
Component 3. Collection, Transport and Disposal of PCBs and POPS Pesticides					
Outcome 3.1.Capacity to undertake POPs disposal projects at provincial level established.	<p>Percentage of inventory of POPs stockpiles mapped and digitised</p> <p>Number of electrical equipment tested for PCB.</p> <p>Extent to which training on sampling, analysis and labelling of PCB contaminated equipment has been effective</p> <p>Number of PCB storage and dismantling facilities effectively upgraded.</p>	<p>The National Implementation Plan (NIP) for POPs, inventories approximately 6,031 MT of obsolete stocks of POPs pesticides in 430 identified sites. Of these 3,800 MT are in Punjab, 2,016 MT in Sindh, 48 MT in KPK, 135 MT in Balochistan, 31.5 MT in AJK and 0.5 MT in Northern Areas of Pakistan</p> <p>A PCB inventory is missing. Storage facilities are not safe and POPs may be easily released in the environment.</p> <p>Dismantling facilities for PCBs do not currently envisage any procedure or equipment for the safe dismantling and decontamination of PCB contaminated</p>	<p>National Inventory of POPs stockpile upgraded, including map for identifying priority sites</p> <p>Storages upgraded and logistic plan developed</p> <p>Pilot inventory of PCBs (testing of at least 5000 equipment) carried out in one Province</p> <p>At least 2 PCB storage and dismantling facility upgraded.</p>	<p>Preliminary and final inventory of POPs pesticide stockpile and contaminated sites.</p> <p>List of POPs temporary storage sites.</p> <p>PCB pilot inventory with analytical reports</p> <p>List of PCB storage facilities.</p> <p>Logistic plan for transportation of POPs</p> <p>Plan and technical design for POPs storage upgrade.</p>	<p>Risks:</p> <ol style="list-style-type: none"> 1) Lack of coordination of the relevant provincial and national institutions 2) Conflicting objectives of different authorities involved in waste regulation 3) Lack of commitment of relevant stakeholders. 4) Difficulties related to the inventory of POPs stockpiles and PCB contaminated equipment. 5) Limited availability of suitable sites for storage of POPs stockpile and PCBs 6) Technologies for POPs disposal not available in the country / available technologies not suitable. <p>Assumptions/countermeasures:</p> <ol style="list-style-type: none"> 1) Coordination with provincial authorities will be ensured by ensuring these are represented in the project steering committees. 2) Possible conflicts among different ministries' objectives will be solved by continuous interchange of information in the course of project implementation by holding meeting and workshops as frequently as necessary. 3) All the stakeholders will be clearly informed about the environmental, social, health and economic benefit brought by the project to secure their willingness to participate.

	Indicator	Baseline	Targets End of Project	Source of verification	Risks and Assumptions
		equipment.			
Outcome 3.2. Environmentally safe disposal of particularly risky POPs stockpiles and the sound disposal of up to 1500 tonnes of POPs Pesticides and PCBs	<p>Amount of POPs pesticide disposed off in an environmentally safe way.</p> <p>Amount of PCBs disposed off in an environmentally safe way</p>	<p>Currently the greatest part of POPs stockpiles and PCBs are not managed in an environmentally safe way.</p> <p>No disposal facility in Pakistan has been officially tested for disposing POPs waste.</p> <p>Disposal of obsolete pesticides has been carried out in compliance with EU BAT/BEP regulation by cement kiln incineration at Lafarge cement plant</p>	<p>Identification, procurement and testing of disposal facilities or services.</p> <p>Up to 1200 tons of obsolete POPs stockpile from Punjab and Sindh province safely disposed.</p> <p>Up to 300 tons PCB equipment safely disposed.</p>	<p>Proof of Performance plan and reports for POPs disposal technology.</p> <p>Proof of performance test reports, supervision mission reports.</p> <p>Hazardous waste manifests and disposal certificates for POPs stockpiles.</p> <p>Hazardous waste manifests and disposal certificates for PCBs.</p> <p>Analytical reports for POPs contaminated oil before and after treatment.</p>	<p>4) To ensure that PCB inventory will be effective, early involvement of potential PCB owners will be established at project inception.</p> <p>5) To ensure a reliable inventory of POPs stockpile, the Pakistan Agricultural Research Council as well as the relevant provincial institutions will be involved.</p> <p>6) A shortlist of suitable sites for PCB and POPs stockpile storage will be identified early with the involvement of (industrial project partner, ministries, and local authorities). These sites will be carefully assessed for their environmental impact including issues related to hydraulic risks.</p> <p>Based on cost/effectiveness consideration either proven disposal technologies for PCBs and or POPs contaminated material will be set up in Pakistan, or the POPs contaminated material will be set abroad for disposal, in compliance with the relevant requirements of the Stockholm convention.</p> <p>In case of establishment of disposal technologies in Pakistan, or of use of technologies available in the country, Proof of Performance tests with conditions and material representative of the waste to be destroyed will be carried out prior to start the disposal activities</p>
Outcome 3.3. National POPs management and disposal scheme and replication plan developed.	<p>Existence of National POPs management and Disposal Plan with detailed plans on</p> <ol style="list-style-type: none"> National scheme for POPs pesticide disposal Management plan for PCBs 	<p>The action plans for pesticidal POPs disposal and PCBs management established in the NIP have not been implemented yet.</p>	<p>National scheme for POPs disposal as a part of hazardous waste management scheme developed.</p> <p>Nationwide PCB management strategy developed</p>	<p>List of offices and personnel in charge of POPs management.</p> <p>Workshop and meeting minutes and reports.</p>	<p>In case of establishment of disposal technologies in Pakistan, or of use of technologies available in the country, Proof of Performance tests with conditions and material representative of the waste to be destroyed will be carried out prior to start the disposal activities</p>

16. Have you taken up legal permanent residence status in any country other than that of your nationality? No <input type="checkbox"/> Yes <input type="checkbox"/> If "Yes", which country(ies)?	17. Have you taken any steps towards changing your present nationality? No <input type="checkbox"/> Yes <input type="checkbox"/> If "Yes", explain fully:
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18. Are any of your family members (spouse/partner, father/mother, brother/sister, son/daughter) employed in the UN Common System, including UNDP? Yes No If "Yes", give the following information:

Name	Relationship	Name of Organization & Duty Station

19. Do you have any other (extended) family members employed by UNDP? No Yes If "Yes", give the following information:

Name	Relationship	Name of Unit & Duty Station

20. Would you accept employment for less than six months? Yes <input type="checkbox"/> No <input type="checkbox"/>	21. Have you been interviewed for any UNDP positions in the last 12 months? If so, for which post(s)?
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22. Languages – indicate mother tongue 1st Ability to operate in the listed language(s) in a work environment

	Read	Write	Speak	Understand
	<input type="checkbox"/> none <input type="checkbox"/> limited <input type="checkbox"/> working knowledge <input type="checkbox"/> proficient	<input type="checkbox"/> none <input type="checkbox"/> limited <input type="checkbox"/> working knowledge <input type="checkbox"/> proficient	<input type="checkbox"/> none <input type="checkbox"/> limited <input type="checkbox"/> working knowledge <input type="checkbox"/> proficient	<input type="checkbox"/> none <input type="checkbox"/> limited <input type="checkbox"/> working knowledge <input type="checkbox"/> proficient
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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: <input type="checkbox"/> Part Time: <input type="checkbox"/> (%)												
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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:
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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		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)	

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Description of your duties and related accomplishments:

Reason for leaving:

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Description of your duties and related accomplishments:				
Reason for leaving:				
29. 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"/>				
30. 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:				
31. References: list three 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

32. State any other relevant facts in support of your application. Include information regarding any periods of residence outside the country of your nationality

33. Have you ever been convicted, fined, or imprisoned for the violation of any law (excluding minor traffic violations)?
 No Yes 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 an Contract by UNDP thereto, unless any such undertakings, licences or other forms of Contract are the subject of a valid written undertaking by UNDP. No modification or change in the Contract shall be valid and enforceable against UNDP unless provided by means of a valid written amendment to the Contract signed by the Individual contractor and an authorized official or appropriate contracting authority of UNDP.

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

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

9. INDEMNIFICATION: The Individual contractor shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims,

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

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

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

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

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

necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract.

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

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

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

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

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

15. **TAXATION:** Article II, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all

direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.

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

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

17. SETTLEMENT OF DISPUTES:

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

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

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

18. **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.

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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 "POPs/IC/2020/008" 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 -----2020

Name and Signature

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

Date _____

(Name of Resident Representative)
United Nations Development Programme
(Specify complete office 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, I have no expectations nor entitlements whatsoever to be re-instated or re-employed as a staff member.

Full Name and Signature:

Date Signed :

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.	Consultancy Fee:		
B.	Travel		
C.	Others		
Total			

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
I. Personnel Costs			
Professional Fees			
Life Insurance			
Medical Insurance			
Communications			
Land Transportation			
Others (pls. specify)			
II. Travel Expenses to Join duty station			
Round Trip Airfares to and from duty station			
Living Allowance			
Travel Insurance			
Terminal Expenses			
Others (pls. specify)			
III. Duty Travel			
Round Trip Airfares			
Living Allowance			
Travel Insurance			
Terminal Expenses			
Others (pls. specify)			