



REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	Date: March 10, 2020
	REFERENCE: POPs-RFP-2020-010

Dear Sir / Madam:

We kindly request you to submit your Proposal for Consultancy Services for Development of National Chemical Policy in coordination with Ministry of Climate Change.

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before **Thursday, April 09, 2020** via courier mail to the address below:

UNDP – POPs Project Office

House # 52, Street # 5, E-11/4, Islamabad

Your Proposal must be expressed in the English, and valid for a minimum period of 04 Months.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml>.

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Nusrat Shaheen
National Project Manager POPs
3/3/2020

Description of Requirements

Context of the Requirement	Comprehensive Reduction & Elimination of Persistent Organic Pollutant in Pakistan. 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.
Implementing Partner of UNDP	Ministry of Climate Change
Brief Description of the Required Services ¹	<p>The purpose of this RFP is to hire a consultancy firm comprising consultants/experts for Development of National Chemical policy of Pakistan in coordination with Ministry of Climate Change (MOCC). The services required include:</p> <ol style="list-style-type: none"> 1. Introductory meetings with International Cooperation wing of Ministry of Climate Change for taking advices and understanding scope of work/domain and jurisdiction of MOCC. 2. Consultative meetings with POPs legal experts/consultant working in parallel on similar assignments. 3. Acquiring necessary feedback/point of view relevant Ministries/Govt. Organizations industrial associations and, Chambers of Commerce and Industry, Importers, Manufacturers etc. 4. Acquisition of information on baseline situation of chemicals under use in all sectors (i.e. Plastic, Textile, Leather, Petroleum, Pharmaceutical, Cement, Fertilizer, Sugar, Paint, Rubber, Metal, Food, Cosmetics, Dairy etc.). 5. Assessing the import policy for chemicals and analyzing the need for new/alternate chemicals. 6. Assessing the capacity of industries / end users of chemicals in Pakistan to be compliant with international conventions, best management practices and local regulations. 7. Formulation of draft national chemical policy in coordination

¹A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

	<p>with MOCC</p> <p>8. Presentation of the policy to the key stakeholders at different fora.</p> <p>9. Incorporation of the stakeholders' feedback/inputs</p> <p>10. Submission of final Draft National Chemical Policy to MoCC.</p>
List and Description of Expected Outputs to be Delivered	<ul style="list-style-type: none"> • Inception Report with Methodology and Action Plan • Stakeholders engagement at larger level & submission of Draft Policy. • Presentation of policy to key stakeholders • Submission of final policy after incorporating stakeholders inputs
Person (s) to Supervise the Work/Performance of the Service Provider	<p>Mr. Hammad Shamimi (National Project Director POPs / Sr. Joint Secretary, IC, Ministry of Climate Change) & Mr. Aman Ahmad Qureshi (National Technical Advisor, POPs PMU)</p> <p><i>POPs Project Office, House # 52, Street # 5, E-11/4, Islamabad Ph: 0518443288</i></p>
Frequency of Reporting	Weekly
Progress Reporting Requirements	<input checked="" type="checkbox"/> At the end of each month
Location of work	Islamabad
Expected duration of work	04 Months
Target start date	15 th of April, 2020
Latest completion date	15 th August , 2020
Travels Expected	Local travel in Islamabad, anticipated meetings with in stakeholders and industrial associations in all major cities of Pakistan
Special Security Requirements	N.A.
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	Provision of project document and relevant documents dealing with chemical legislation.
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<ul style="list-style-type: none"> • Inception Report including methodology and action plan: 1stWeek • Draft National Chemical Policy: 2nd– 10thWeek • Presentations for feedback: 11th– 13thweek • Submission of final report and assistance for approval: 14th– 18thWeek
Names and curriculum vitae of individuals who will be involved in completing the services	To be submitted by firm
Currency of Proposal	Local Currency (PKR)

Value Added Tax on Price Proposal ²																					
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.																				
Partial Quotes	<input type="checkbox"/> Not permitted <input checked="" type="checkbox"/> Permitted [<i>pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)</i>]																				
Payment Terms ³	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Percentage</th> <th>Timing</th> <th>Condition for Payment Release</th> </tr> </thead> <tbody> <tr> <td>• Inception Report & methodology</td> <td>20 %</td> <td>5days</td> <td rowspan="5">On submission of Respective Reports</td> </tr> <tr> <td>• Stakeholders engagement and Draft Chemical Policy</td> <td>20 %</td> <td>12days</td> </tr> <tr> <td>• Presentations to key stakeholders</td> <td>20%</td> <td>4 days</td> </tr> <tr> <td>• Submission of final draft of policy and assistance in approval</td> <td>40 %</td> <td>9days</td> </tr> <tr> <td>Total</td> <td>100 %</td> <td>30 Days</td> </tr> </tbody> </table>	Outputs	Percentage	Timing	Condition for Payment Release	• Inception Report & methodology	20 %	5days	On submission of Respective Reports	• Stakeholders engagement and Draft Chemical Policy	20 %	12days	• Presentations to key stakeholders	20%	4 days	• Submission of final draft of policy and assistance in approval	40 %	9days	Total	100 %	30 Days
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Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	National Project Director, National Project Manager, National Technical Advisor																				
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract																				

²VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

³UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheques payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

	<input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement ⁴ (if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.) <input type="checkbox"/> Other Type of Contract [pls. specify]																																
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.																																
Criteria for the Assessment of Proposal	<p>Technical Proposal (70%)</p> <input checked="" type="checkbox"/> Expertise of the Firm: 30% of 70% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan: 50% of 70% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel: 20% of 70% <p>Note: Please attach Firm Relevant Documents, Comprehensive Methodology and CVs of all personnel who will be involved</p> <p>Financial Proposal (30%)</p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p> <table border="1" data-bbox="565 1083 1421 1339"> <thead> <tr> <th colspan="2">Summary of Technical Proposal Evaluation</th> <th>Score Weight</th> <th>Points Obtainable</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Expertise of Firm/ Organization in development of policies</td> <td>30%</td> <td>210</td> </tr> <tr> <td>2.</td> <td>Proposed Approach/ Technical Proposal</td> <td>40%</td> <td>280</td> </tr> <tr> <td>3.</td> <td>Personnel</td> <td>30%</td> <td>210</td> </tr> <tr> <td colspan="3">Total</td> <td>700</td> </tr> </tbody> </table> <table border="1" data-bbox="565 1377 1421 1793"> <thead> <tr> <th colspan="2">Technical Proposal Evaluation- Form 1</th> <th>Maximum Points Obtainable</th> </tr> </thead> <tbody> <tr> <td colspan="3">Expertise of Firm/Organization</td> </tr> <tr> <td>1.1</td> <td>Reputation of Organization and staff competence/Reliability)</td> <td>30</td> </tr> <tr> <td>1.2</td> <td>General Organizational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm/organization, Strength of project management support e.g. project financing capacity and project management controls)</td> <td>20</td> </tr> </tbody> </table>	Summary of Technical Proposal Evaluation		Score Weight	Points Obtainable	1.	Expertise of Firm/ Organization in development of policies	30%	210	2.	Proposed Approach/ Technical Proposal	40%	280	3.	Personnel	30%	210	Total			700	Technical Proposal Evaluation- Form 1		Maximum Points Obtainable	Expertise of Firm/Organization			1.1	Reputation of Organization and staff competence/Reliability)	30	1.2	General Organizational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm/organization, Strength of project management support e.g. project financing capacity and project management controls)	20
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⁴ Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$100,000.00.

	1.3	Financial Stability: Financial Stability (last two years Audited Account (2016-17 & 2017-2018) Quick Ratio should be more than 1. (20 marks for each Audited statement).	40	
	1.4	Quality assurance procedures, warranty	10	
	1.5	Company experience in Management issues related with International agencies (UN or similar) or Local (Private or Public) Projects (with indication about their history in developing policies)	50	
		Less than 3 Projects	30	
		More than 3 Projects	50	
	EXPERIENCE WITH POPs MANAGEMENT			
	1.6	Company experience in policy making	60	
		Less than 2 years of relevant experience in policy making	15	
		From 2 to 4 years of relevant experience in policy making	30	
		More than 4 years of relevant experience in policy making	60	
	Total 1		210	
	Technical Proposal Evaluation- Form 2			Maximum Points Obtainable
	Proposed Methodology, Approach and Implementation Plan			
	2.1	To what degree does the bidder understand the task?	30	
	2.2	Is the scope of work well defined and does it correspond to the TOR?	30	
2.3	General work plan and schedule implementable and meets the requirements under Terms of Reference	20		
2.4	General management and administrative appropriate to guarantee sufficient and timely input of key personnel	10		
2.5	Management and administrative arrangements indicating clearly the roles and responsibilities between main offeror and possible subcontractors at all relevant stages (if applicable)	10		
2.6	Work plan and approach for logistics including venue	20		
Methodology				
2.7	Proposed preparation works for Development of National Chemical Policy	30		

	2.8	Schedule of work plan	20
	2.9	Approach for data collection	30
	2.10	Details about process	20
	2.11	Modus Operandi	20
	2.12	Extent and appropriateness of quality control	20
	2.13	Description and documentation of proposed policy	10
	2.14	Appropriate risk analysis	10
	Total 2		280
	Technical Proposal Evaluation- Form 3 Management Structure and Key Personnel		Maximum Points Obtainable
	Key Personnel- Experience with hazardous waste management projects		
	3.1	Key personnel Qualification in Policy Making	30
	Experience		
	3.1	Less than 3 years with related field	20
		From 3 to 5 years with related field	40
		More than 05 years with related field	50
	Support Personnel-Qualification and Experience		
	3.2	Degree in Environment/Chemicals/Chemistry	40
	Experience		
	3.3	Less than 3 years with related field	50
		From 3 to 5 years with related field	70
		More than 05 years with related field	90
	Total 3		210
	<p>Note: The marking under section-3 is dependent upon submission of complete CVs of entire core team members as detailed out in evaluation criteria. In the absence of CVs, the evaluated firm will not get any points/scores.</p>		
UNDP will award the contract to:	<input type="checkbox"/> One and only one Service Provider <input checked="" type="checkbox"/> One or more Service Providers, depending on the following factors: <p><i>[As the sampling/testing activity will be at national level and it will be carried out extensively in Punjab & Islamabad. Awarding contracts to more than one service providers will accelerate the time to get results of several samples from different which will ultimately help achieving the transportation & disposal target of contaminated samples.]</i></p>		

Annexes to this RFP ⁵	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ⁶ <input type="checkbox"/> Detailed TOR <i>[optional if this form has been accomplished comprehensively]</i> <input type="checkbox"/> Others ⁷ <i>[pls. specify]</i>
Contact Person for Inquiries (Written inquiries only) ⁸	Mr. Aman Ahmad, National Technical Advisor (email address: aman.nust@gmail.com) Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
Other Information <i>[pls. specify]</i>	Minimum Information to be provided by firm along with proposal <ul style="list-style-type: none"> • Comprehensive Methodology and Action Plan • Firm's Experience in handling similar activities • Firm's registration/association with concerned departments

⁵ Where the information is available in the web, a URL for the information may simply be provided.

⁶ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

⁷ A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

⁸ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

TERMS OF REFERENCE
HIRING OF FIRM FOR DEVELOPMENT OF NATIONAL CHEMICAL POLICY IN COORDINATION WITH
MINISTRY OF CLIMATE CHANGE

Project Title	“Comprehensive Reduction and Elimination of Persistent Organic Pollutants in Pakistan”
Post Title	Consultancy Services comprising policy making/environment/chemicals experts for Development of National Chemical Policy of Pakistan in coordination with Ministry of Climate Change
Duty Station	Islamabad and anticipated meetings in all major cities of Pakistan
Duration	4 Months (15 th April – 15 th August 2020)
Contract	Consultancy Contract – Short Term

1. INTRODUCTION

This is the Terms of Reference (TOR) for the consultancy titled “Consultancy Services for Development of National Chemical Policy in coordination with Ministry of Climate Change”. As per approved activity of AWP 2020 Action 1.2.1 a) under competent 1: Development and Implementation of a regulatory, Policy and Enforcement to reduce POPs releases, the project is planning to hire a firm for Development of National Chemical Policy in coordination with Ministry of Climate Change. 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

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 the Development of National Chemical Policy in coordination with Ministry of Climate Change. 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
5. Previous inventories and related materials available with the project

Tasks to be performed:

- Introductory meetings with International Cooperation wing of Ministry of Climate Change for taking advices and understanding scope of work/domain and jurisdiction of MOCC.
- Consultative meetings with POPs legal experts/consultant working in parallel on similar assignments.
- Acquiring necessary feedback/point of view relevant Ministries/Govt. Organizations industrial associations and, Chambers of Commerce and Industry, Importers, Manufacturers etc.
- Acquisition of information on baseline situation of chemicals under use in all sectors (i.e. Plastic, Textile, Leather, Petroleum, Pharmaceutical, Cement, Fertilizer, Sugar, Paint, Rubber, Metal, Food, Cosmetics, Dairy etc.
- Assessing the import policy for chemicals and analyzing the need for new/alternate chemicals.
- Assessing the capacity of industries / end users of chemicals in Pakistan to be compliant with international conventions, best management practices and local regulations.
- Formulation of draft national chemical policy in coordination with MOCC
- Presentation of the policy to the key stakeholders at different fora.
- Incorporation of the stakeholders' feedback/inputs
- Submission of final Draft National Chemical Policy to MoCC.

1. TIMEFRAME

The total duration of the assignment will be *4 months from 15th April – 15th August, 2020*), and shall not exceed four 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 . The 30 days inputs and deliverables are identified below:

#	Deliverable	Payment Breakdown	Timeline
1	Inception Report & methodology	20%	5 days
2	Stakeholders engagement and Draft Chemical Policy	20%	12 days
3	Presentations to key stakeholders	20%	4 days
4	Submission of final draft of policy	40%	9 days
Total		100%	30 days

3. PAYMENT MODALITIES AND SPECIFICATIONS

1. 20% upon submission of inception report & methodology
2. 20% upon submission and approval Stakeholders engagement and Draft Chemical Policy
3. 20% upon submission of Presentations to key stakeholders
4. 40% upon Submission of final draft of policy

4. APPLICATION PROCESS

Recommended Presentation of Proposal:

- a) **Comprehensive Methodology and Action Plan**
- b) **Firm's Experience in handling similar activities**
- c) **Firm's registration/association with concerned departments**
- d) **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

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.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁹

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹⁰)

[insert: Location].

[insert: Date]

To: National Project Manager POPs Project

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contract references;*
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

⁹This serves as a guide to the Service Provider in preparing the Proposal.

¹⁰ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

C. Qualifications of Key Personnel

If required by the RFP, the Service Provider must provide:

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

D. Cost Breakdown per Deliverable*

	Deliverables [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	• Inception Report, methodology	20%	
2	• Meetings and Draft Chemical Policy	20%	
3	• Presentations	20%	
4	• Submissions of final Draft of Policy and assistance in approval	40%	
	Total	100%	

**This shall be the basis of the payment tranches*

E. Cost Breakdown by Cost Component[This is only an Example]:

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

*[Name and Signature of the Service Provider's
Authorized Person]*

[Designation]

[Date]

General Terms and Conditions for Services

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or

the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - 8.4.1** Name UNDP as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

The 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 the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the 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 Contractor has developed for the 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 Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the 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.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** 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 Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the 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.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

- 13.1** The recipient ("Recipient") of such information shall:
 - 13.1.1** 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,
 - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
 - 13.2.1** any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 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.

13.6 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.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays 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..

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this 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 UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party 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.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

18.1 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 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 United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.