



## PROCUREMENT NOTICE

Date: 15<sup>th</sup> June 2020

Ref: F-7(1-2)/GEB/20/RFP-IC-1



**Country:** Pakistan

**Procurement:** Individual Consultant (National)

**Project:** Generating Global Environmental Benefits from Improved Decision Making Systems and local Planning in Pakistan (GEB) is National Implementation Modality (NIM) Project, implemented by the Ministry of Climate Change (MoCC), Govt of Pakistan and funded by GEF/UNDP.

**Description of the Assignment:** The overall aim of the assignment is to design technical and institutional framework for establishment of Environmental Information Management System (EIMS) at Ministry of Climate Change (MoCC), Islamabad.

**Period of Assignment/Services:** The total duration of the assignment will be **three months** after signing of the contract.

**Submission Guidelines:**

- a) Proposals (technical and financial) completed in all aspects – placed in one big envelope in which two separate sealed envelopes with technical and financial proposals marked – should be submitted (through courier/registered mail) to the following address no later than **08<sup>th</sup> July 2020**;

**National Project Coordinator  
Project Management Unit (PMU), GEB Project  
Building No. 301, Street No. 87, E 11/ 2  
Islamabad**

- b) Kindly write the following on top left side of the envelop;

**“F-7(1-2)/GEB/20/RFP-IC-1”**

- c) If you require additional information, please write to [numrakh@gmail.com](mailto:numrakh@gmail.com); GEB team will provide necessary information within due date. However, any delay in providing such information will not be considered a reason for extending the submission date of your proposal. All/any query regarding the submission of the proposal may be sent prior to the deadline at the e-mail/address mentioned above.
- d) Incomplete applications will be excluded from further consideration.

## BACKGROUND

Pakistan has a long yet patchy history of 'environmental information' and 'management'. Since the adoption of National Conservation Strategy (NCS) in early 1992, followed by signing of the three Rio Conventions (UNCBD, UNFCCC and UNCCD), Pakistan has increasingly gathered and synthesized environmental data into explicit information for informed decision-making. Several public sector organizations/institutions are engaged in generating environmental information. This includes Ministry of Climate Change (MoCC) and provincial line-departments of planning & development, environmental protection, transport, industry, forestry, wildlife, fisheries, agriculture, livestock, irrigation, public health, etc. However, to date the data and information collected is fragmented, patchy and of uncertain quality. The provision of regular consistent and reliable environmental information - as well smooth cross-sector coordination among key institutions (Ministry of Climate Change, provincial P&Ds, EPAs, etc.) - is a challenge. Though the capacity and awareness about environment have reasonably enhanced, a sustainable environmental information management system (EIMS) and integration of environment and development, are yet to be adequately attained. With this premise, a project titled 'Generating Global Environmental Benefits from Improved Decision-Making Systems and Local Planning in Pakistan (GEB)' has been launched.

Generating Global Environmental Benefits project (GEB) is an initiative of United Nations Development Programme (UNDP), Global Environment Facility (GEF) & Ministry of Climate Change-MoCC, Government of Pakistan that aims to remove barriers to environmental information management and mainstream global environment concerns into economic decision-making. The objective of the said project is two-fold in its focus; one related to environmental information, and the other to employ this information for improved decision-making.

The GEB project has three inter-related outcomes, which are as follows:

**Outcome 1:** Regular availability of consistent and reliable environmental data;

**Outcome 2:** A coordinated and robust environmental information management system;

**Outcome 3:** Enhanced commitment and capacity for sustainable development planning and legislation.

Focus areas of GEB project are Islamabad/ICT, Punjab and KP provinces. The Project Management Unit (PMU) of GEB project is established in Islamabad.

## **1. OBJECTIVES, SCOPE OF WORK/DELIVERABLES, REPORTING & DOCUMENTS TO BE SUBMITTED**

GEB project, funded by GEF/UNDP and being implemented by Ministry of Climate Change (MoCC), intends to engage a Consultant to design “***Technical and Institutional Framework for Establishment of Environmental Information Management System (EIMS) at Ministry of Climate Change (MoCC), Islamabad***”.

### **i. Objective:**

The objective of the study is to design technical and institutional framework that act as guiding document for establishment of EIMS. The GEB project intends to develop an innovative EIMS for Pakistan which is the first of its kind and should support informed decision making. The prospective EIMS should perform the following functions:

- a) Facilitate storage, retrieval, management, and reporting of selected indicator-based environmental data and information.
- b) Collate environmental data and perform predictive analysis/forecasting.
- c) Enable progress tracking of programmes and projects which are under implementation at MoCC.
- d) Network with other climate/environment related systems (e.g. NDMA, SUPARCO, provincial governments, smog updates, air pollution index, flood warning, heat alerts etc.) and their linkage with the prospective EIMS at MoCC.
- e) Serve as information resource base for the multidisciplinary research and policy advice for government and other stakeholders.
- f) Able to make comparative analysis of data (air, water, land) with national/provincial environmental targets (NEQs/PEQs).
- g) Map related progress towards achievement of SDGs.

In lieu of the above objective and proposed functions of the prospective EIMS, the technical and institutional framework is paramount important and should be developed with due diligence and requisite details required to establish EIMS.

**ii. Scope of Work/Deliverables:**

- Familiarize with the GEB project and its existing structure (PMU, Ministry of Climate Change, UNDP, GEF).
- In consultation with PMU-GEB, review and finalize environmental indicators against the key thematic areas.
- Identify data sources and develop a methodology to collect data against each environmental indicator.
- Collect data (secondary) against each environmental indicator from the relevant federal and provincial agencies, refine the data, and store it into Excel/Word format.
- Overview various technical activities carried out by the Ministry of Climate Change (MoCC) in the past five years and map those technical activities under key specific climate related thematic areas viz-a-viz air, water, solid waste, noise, national obligations, international commitments, etc.
- Develop a data gathering format/questionnaire against each thematic area and seek relevant information (last 5 years) from the concerned section heads.
- Based on the data collected, develop detailed synopsis for projects/major initiatives of MoCC during the past five years against key thematic areas. *The synopsis for each previous project/initiative should entail information regarding the budget, duration, major tasks completed, knowledge generated, and thus collect reports produced/available in hard and/or electronic form.*
- Use the above mentioned data collection format/questionnaires to gather data/annual workplans (AWPs) from the on-going PSDP projects, foreign funded projects, Cleaner & Greener Pakistan initiative and its 5 components (10 billion trees, plastic bag ban, green credentials, E-Vehicle policy, and CGP index) of Ministry of Climate Change, Government of Pakistan. *Thus,*

*the purpose is to map and update regularly the current progress of each on-going initiative/project under MoCC as well as to find out the key constraints and bottlenecks related to projects/major initiatives and suggest immediate corrective actions through the prospective EIMS.*

- Conduct meetings (in coordination with PMU of GEB) with the concerned federal and provincial EPAs/relevant department to link their routine monitoring & reporting of various environmental pollutants (including but not limited to Air Quality Index of various mega cities) with the prospective EIMS that the GEB project will develop at MoCC.
- Develop the institutional framework that entails necessary information regarding the section that may house the prospective EIMS at MoCC, feeding mechanism for EIMS, and regularly maintaining/updating the EIMS once it has been established.
- Develop first draft of technical and institutional framework.
- Submit first draft to GEB-PMU and/or share it with other stakeholders (if needed) for necessary inputs, observations, and recommendations.
- Finalize the report based on the inputs received, submit final report to GEB-PMU, and deliver presentation (if needed) on the technical and institutional framework for soliciting necessary approval.

**iii. Reporting:**

The consultant will report directly to the National Project Coordinator (NPC) of GEB Project.

**iv. Documents to be submitted:**

All reports are to be written in English. Two copies (soft and hard) of all reports (in English) are to be submitted to PMU-GEB on the specified due dates as per the below schedule. Reports should address all aspects of terms of reference and should include output on all tasks mentioned in the scope of work.

| Report                                  | Description   | Time Duration   | Payment Schedule | Authority                           |
|---|---|---|------------------|-------------------------------------|
| Inception Report                        | Report incorporating details about objectives, methodology, plan of action and list of potential stakeholders with whom consultation/meetings/interviews etc. would be held | 2 <sup>nd</sup> week from the date of contract award  | 30%              | Submission to NPC, GEB for approval |
| Draft Final Report                      | Draft report on technical and institutional framework for establishing EIMS for seeking inputs from GEB team/stakeholders   | 8 <sup>th</sup> week from the date of contract award  | 30%              | Submission to NPC, GEB for approval |
| Final Report & presentation (if needed) | Final report on technical and institutional framework for establishing EIMS incorporating all inputs received   | 12 <sup>th</sup> week from the date of contract award | 40%              | Submission to NPC, GEB for approval |

## 2. EXPERIENCE & QUALIFICATIONS

### i. Academic Qualifications:

The Consultant should have a Master's degree in Environment, Social Sciences, Economics, Sustainable Development, Engineering/Management and/or other related field.

### ii. Experience and Competencies:

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

- At least 5 years of relevant work experience in development/public sector after basic/bachelor's degree
- Technical experience in environmental data/information and management; Good understanding of environmental information and management systems

- Good insight of methodologies, tools, and techniques related to environmental data/information nationally and globally
- Excellent interpersonal, analytical, presentation and report writing skills (ability to work with a variety of stakeholders in a team-oriented and collaborative manner; strong communication skills, and ability to liaise with various stakeholders including government officials)
- Experience of managing similar project design and/or implementation will be given advantage. Moreover, having research publications & foreign degrees/certificates will be given advantage
- Fluency in English and Urdu. Familiarity with UNDP or other UN agencies, World Bank/ADB and other international organizations' projects will be an asset

### **3. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING PROPOSALS**

Interested individuals/experts must submit the following documents/information to demonstrate their qualifications:

#### **i. Technical Proposal:**

- Explain why he/she is the most suitable for the work given in TORs.
- Provide a methodology to approach & address the TORs and consultant's suitability for the assignment.

#### **ii. Personal CV** including education, past experience in similar projects (other aspects mentioned under Article 2-II of these TORs) and at least 3 work-related references

#### **iii. Financial Proposal**

### **4. FINANCIAL PROPOSAL (Lowest Offer)**

The financial proposal should specify a total lump sum amount, and payment terms around specific and measurable (qualitative and quantitative) deliverables. Payments are based upon output, i.e. upon delivery of the services specified in the TORs. In order to assist in the comparison of financial proposals, the financial proposal should also include a breakdown of this lump sum amount (including travel, per diems, and number of anticipated working days). Moreover, all envisaged travel costs must be included in the financial proposal.

Further details regarding submission of financial proposals have been given in **Annex F**, attached to this document.

**Important Note:**

- The NPC-GEB shall finally approve the study.
- All data and reports gathered/produced during the contract period shall be submitted both in soft and hard form to the GEB Project and the consultant shall not share and use them for any other purpose/ job without the explicit written approval of NPC-GEB Project.
- The Consultant may be required to perform any other services deemed necessary by the GEB Project during the execution of this Contract towards the achievement of general objectives as given above.
- In case the Consultant fails to fulfill the contractual obligations and violate the contract agreement, the contract agreement shall be terminated, and consultancy provider shall not be liable to make any pending claims.

## **5. EVALUATION**

Consultants will be evaluated based on the **cumulative analysis**. The award of the contract would be made to the 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 70% technical score would be considered for the Financial Evaluation.



| Criteria   | Weight                              | Max Point |
|--|-------------------------------------|-----------|
| <b>Technical Competencies</b>  | <b>70</b>                           | 70        |
| Qualification (details given in Article 2-i of this document)  | 10                                  | 10        |
| Experience & Competencies (details given in Article 2-ii of this document)                                   | 30                                  | 30        |
| Skills, Proposed Methodology, Approach and Implementation Plan (details given in Article 3 of this document) | 30                                  | 30        |
| <b>Financial Proposal</b> (details given in Article 4 & Annex F of this document)                            | <b>30</b>                           | 30        |
| <b>Total Score</b>   | Technical Score (70)+Financial (30) |           |

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

## **ANNEXURES**

**ANNEX A - TERMS OF REFERENCES (TOR)**

**ANNEX B - LIST OF DOCUMENTS FOR REVIEW**

**ANNEX C - GENERAL TERMS AND CONDITIONS FOR SERVICES (NIM Guidelines-2011)**

**ANNEX D - SUBMISSION FORM FOR PROPOSALS**

**ANNEX E - LETTER TO GEB PROJECT**

**ANNEX F - FINANCIAL PROPOSAL**

**ANNEX G – CONSULTANCY CONTRACT (As per NIM Guidelines-2011)**

## ANNEX A

### TERMS OF REFERENCES (TOR)

| PROCUREMENT  |  |
|--|--|
| <b>Job Category</b>  | Individual Consultant (National)   |
| <b>Position</b>  | 1  |
| <b>Agency / Project</b>  | PMU-GEB Project  |
| <b>Duration</b>  | 3 Months (extendable, subject to the approval of NPC-GEB)  |
| <b>City / Location</b>   | Islamabad  |
| <b>Country</b>   | Pakistan   |
| <b>Posted on:</b>  | 15 <sup>th</sup> June 2020   |
| <b>Last date of apply</b>  | 08 <sup>th</sup> July 2020   |
| <b>Qualifications &amp; Experience</b>   | <p>The Consultant should have a Master's degree in Environment, Social Sciences Economics, Sustainable Development, Engineering/Management and/or any other related field.</p> <p>The Consultant should have at least 5 years of relevant work experience in development/public sector after basic/bachelor's degree.</p> <p style="text-align: center;"><b>*details are given in RFP*</b></p> |
| <b>Background:</b>   |  |
| <p>Pakistan has a long yet patchy history of environmental information &amp; management. Since the adoption of National Conservation Strategy (NCS) in early 1992 followed by signing of the three Rio Conventions (UNCBD, UNFCCC and UNCCD), Pakistan has increasingly gathered and synthesized environmental data into explicit information for informed decision making. Several public sector and civil society institutions are engaged in generating environmental information. This includes line departments of agriculture, forestry, wildlife, transport, industry, fisheries, livestock, irrigation, public health, environmental protection agencies, etc. However, to date the data and information collected is fragmented, patchy and of uncertain quality. The provision of regular consistent and reliable environmental information as well smooth cross-sector coordination among key institutions (P&amp;Ds, MoPDR, EPAs, etc.) is a challenge. Though the capacity and awareness about environment have reasonably enhanced, the sustainable environmental information management system (EIMS) and integration of environment and development are yet to be adequately attained. With this premise, a project titled 'Generating Global Environmental Benefits from Improved Decision-Making Systems and Local Planning in Pakistan (GEB)' was launched.</p> |  |

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and collaborative manner; strong communication skills, and ability to liaise with various stakeholders including government officials)

- Experience of managing similar project design and/or implementation will be given advantage. Moreover, having research publications & foreign degrees/certificates will be given advantage
- Fluency in English and Urdu. Familiarity with UNDP or other UN agencies, World Bank/ADB and other international organizations' projects will be an asset



## **ANNEX B**

### **LIST OF DOCUMENTS FOR REVIEW**

- a) Proposal of the successful individual bidder for the contractual services
- b) Inception Report
- c) Draft Final Report
- d) Final Report & Presentation (if needed)

## **ANNEX C**

### **GENERAL TERMS AND CONDITIONS FOR SERVICES (NIM Guidelines-2011)**

#### **1. LEGAL STATUS**

The Consultant shall be considered as having the legal status of an independent Consultant vis-à-vis the GEB Project, funded by GEF/UNDP and being implemented by the Ministry of Climate Change (MoCC), Government of Pakistan. The Consultant(s) and personnel shall not be considered in any respect as being the employees or agents of the GEB Project or UNDP.

#### **2. SOURCE OF INSTRUCTIONS**

The Consultant shall neither seek nor accept instructions from any authority external to the GEB Project in connection with the performance of its services under this Contract. The Consultant shall refrain from any action, which may adversely affect the GEB Project and shall fulfill its commitments with the fullest regard to the interests of the GEB Project.

#### **3. CONSULTANT'S RESPONSIBILITY FOR EMPLOYEES**

The Consultant 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. ASSIGNMENT**

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

#### **5. SUB-CONSULTING**

In the event the Consultant requires the services of sub-consulting, the Consultant shall obtain the prior written approval and clearance of the GEB Project for all sub-consulting. The approval of the GEB Project of a sub-consulting shall not relieve the Consultant of any of its obligations under this Contract. The terms of any sub-consulting shall be subject to and

conform with the provisions of this Contract.

## **6. OFFICIALS NOT TO BENEFIT**

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

## **7. INDEMNIFICATION**

The Consultant shall indemnify, hold and save harmless, and defend, at its own expense, GEB Project, 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 Consultant, or the Consultant's employees, officers, agents or sub-consulting, 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 Consultant, its employees, officers, agents, servants or sub-Consultants. The obligations under this Article do not lapse upon termination of this Contract.

## **8. INSURANCE AND LIABILITIES TO THIRD PARTIES**

8.1 The Consultant shall provide and thereafter maintain insurance against all risks (if applicable) in respect of its property and any equipment used for the execution of this Contract.

8.2 The Consultant shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, (if applicable), with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Consultant shall also provide and thereafter maintain liability insurance in an adequate amount (if applicable) 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 Consultant or its agents, servants, employees or sub-consulting performing work or services in connection with this Contract.

8.4 The Consultant shall, upon request, provide the GEB Project with satisfactory evidence of the insurance required under this Article.

## **9. ENCUMBRANCES/LIENS**

The Consultant shall not cause or permit any lien, attachment or other encumbrance by any person (if applicable) to be placed on file or to remain on file in any public office or on file with the GEB Project 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 Consultant.

## **10. TITLE TO EQUIPMENT**

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

## **11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

GEB Project shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, documentation, or modifications thereof, which are produced, prepared or collected in consequence of or in the course of the execution of this Agreement. At the GEB Project's request, the Consultant shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to GEB in compliance with the requirements of the applicable law.

## **12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE "GEB PROJECT"**

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

## **13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations,

estimates, documents and all other data compiled by or received by the Consultant under this Contract shall be the property of the GEB Project; these shall be treated as confidential and shall be delivered only to the GEB Project authorized official(s) on completion of work under this Contract.

13.2 The Consultant may not communicate at any time to any other person, Government or authority external to the GEB Project, any information known to it by reason of its association with the GEB Project which has not been made public except with the authorization of the GEB Project; nor shall the Consultant at any time use such information to private advantage.

#### **14.FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

14.1 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 which are beyond the control of the Parties.

14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Consultant shall give notice and full particulars in writing to the GEB Project, of such occurrence or change if the Consultant is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Consultant shall also notify the GEB Project of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Consultant to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, the GEB Project shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Consultant of a reasonable extension of time in which to perform its obligations under this Contract.

14.3 If the Consultant 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 GEB Project 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.

#### **15.TERMINATION**

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days' notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

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

15.3 In the event of any termination by the GEB Project under this Article, no payment shall be due from the GEB Project to the Consultant except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Consultant shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

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

## **16. 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, or relating to 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**

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## **17. TAX EXEMPTION**

This Contract is financed by UNDP and GEF under UNDP's NIM Guidelines-2011; UNDP is a subsidiary organ of the United Nations. 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 utilities 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 UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with the GEB Project to determine a mutually acceptable (and applicable) procedure.

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

## **18. CHILD LABOR**

The Consultant 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. Any breach of this representation and warranty shall entitle the GEB Project to terminate this Contract immediately upon notice to the Consultant, at no cost to the GEB Project.

## **19. MINES**

Consultant 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.

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

## **20. OBSERVANCE OF THE LAW**

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

## **21. AUTHORITY TO MODIFY**

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Consultant shall be valid and enforceable against the GEB Project unless provided by an amendment to this Contract signed by the authorized official of the GEB Project.



## ANNEX D

### SUBMISSION FORM FOR PROPOSALS

Dear Sir/Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, I undersigned, offer to provide consultancy service for “**Ref: F-7(1-2)/GEB/20/RFP-IC-1**” to 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**

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## ANNEX E

### LETTER TO GEB PROJECT CONFIRMING INTEREST AND AVAILABILITY FOR THE CONSULTANCY ASSIGNMENT

Date \_\_\_\_\_

*(Individual name)*

*Address*

Dear Sir/Madam:

I hereby declare that:

- a) I have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities of *[indicate title of assignment]* under the *[state project title]*;
- b) I have also read, understood and hereby accept General Terms and Conditions for Services;
- c) I hereby propose my services and I confirm my interest in performing the assignment through the submission of my CV which I have duly signed and attached 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;
- e) I hereby propose to complete the services based on the following payment rate : *[p/s. 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 GEB'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) If I am selected for this assignment, I shall [*pls. check the appropriate box*]:
- ☐ Sign an Individual Contract with GEB;
- ☐ Request my employer [*state name of company/organization/institution*] to sign with GEB a Reimbursable Loan Agreement (RLA), for and on my behalf (If applicable). The contact person and details of my employer for this purpose are as follows:
- \_\_\_\_\_
- j) I hereby confirm that [*check all that applies*]:
- k) I fully understand and recognize that GEB 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 GEB will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.
- l) I also fully understand that, if I am engaged as a Consultant, I have no expectations nor entitlements whatsoever to be re-instated or re-employed as a staff member.

**Full Name and Signature:**

**Date Signed:**

\_\_\_\_\_

\_\_\_\_\_

## ANNEX F

### 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 |
|--|-----------|----------|--------------------------------------|
| <b>Personnel Costs</b>                       |           |          |                                      |
| Professional Fees                            |           |          |                                      |
| Life Insurance                               |           |          |                                      |
| Medical Insurance                            |           |          |                                      |
| Communications                               |           |          |                                      |
| Land Transportation                          |           |          |                                      |
| Others (pls. specify)                        |           |          |                                      |
| <b>Travel Expenses to Join duty station</b>  |           |          |                                      |
| Round Trip Airfares to and from duty station |           |          |                                      |
| Living Allowance                             |           |          |                                      |
| Travel Insurance                             |           |          |                                      |
| Terminal Expenses                            |           |          |                                      |
| Others (pls. specify)                        |           |          |                                      |
| <b>Duty Travel</b>                           |           |          |                                      |
| Living Allowance                             |           |          |                                      |
| Travel Insurance                             |           |          |                                      |
| Terminal Expenses                            |           |          |                                      |
| Others (pls. specify)                        |           |          |                                      |

## **ANNEX G**

### **Consultancy Contract (As per NIM Guidelines-2011)**

MEMORANDUM OF CONTRACT MADE (DD/MM/YYYY) / /200\_, between the GEB Project, funded by GEF & UNDP, and implemented by the Ministry of Climate Change (MoCC), Government (hereinafter referred to as "GEB Project") and [name] (hereinafter referred to as "the Subscriber/Consultant") whose address is given below:

Address of the Subscriber/Consultant:

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NOW, therefore, the GEB Project and the Subscriber (hereinafter collectively the "Parties") agree as follows:

#### **1. DURATION OF CONTRACT**

This Contract will come into effect on (DD/MM/YYYY) / /200\_, and expire on (DD/MM/YYYY) / /200\_, subject to the provisions in paragraph 9 below. This Contract carries no expectation of renewal.

#### **2. TERMS OF REFERENCE**

The Subscriber agrees to the terms of reference (TORs) as attached to this Contract, and shall report to the National Project Coordinator (NPC) of GEB Project identified in the TORs.

#### **3. STATUS, RIGHTS AND OBLIGATIONS OF THE SUBSCRIBER**

The Subscriber serves in a personal capacity. The Subscriber recognizes and accepts the fact that the rights and obligations of the Subscriber are strictly limited to the terms and conditions (TORs) of this Contract. Accordingly, the Subscriber is not entitled to any benefit, payment, subsidy, compensation or pension from the GEB Project/UNDP/MoCC, except as expressly provided in this Contract.

#### **4. REMUNERATION**

As full consideration for the services performed by the Subscriber under the terms of this Contract, the GEB Project will pay the amount of [\_\_\_\_\_] in accordance with the payment schedule \_\_\_\_\_. The payment is all inclusive and includes the GEB's contribution towards health insurance, maternity leave, disability, pension and any other social benefit (if any). No other remuneration, benefits, compensation or subsidy will be paid under this Contract.

## **5. SOCIAL SECURITY**

As noted in paragraph 4 above, the Subscriber is solely responsible for acquiring medical insurance and pension coverage (if any). The GEB Project's obligations are limited solely to providing a net cash compensation included in the remuneration mentioned in paragraph 4 above. The Subscriber confirms that he/she has acquired such insurance (if any) and shall maintain such insurance during the term of this Contract. The Subscriber shall provide evidence of such coverage, as a condition of this Contract, if any, upon signature of this Contract and at any time during the term hereof, upon request of the GEB Project.

## **6. INCOME TAX**

The Subscriber is solely responsible for all taxation or other assessments on all remuneration derived from the GEB Project. The GEB Project will not make any withholding from payments for the purposes of income tax. The GEB Project is exempt from any liabilities regarding taxation and will not reimburse any such taxation to the Subscriber. GEB reserves the right to request proof of payment of taxes by the Subscriber.

## **7. COMPENSATION FOR INJURY, DISABILITY OR DEATH**

In the event of injury, disability or death during the period of service which may be attributable to the performance of services under the terms of this Contract, the Subscriber is not covered/entitled to any compensation scheme.

## **8. TERMINATION**

Either party may terminate this Contract at any time, upon fourteen (14) calendar days written notice to the other party. In the event of notice of termination, the Subscriber shall take immediate steps to bring the services to a prompt and orderly conclusion, including return of the GEB equipment and files, if any. In the event of termination, the obligations of the Parties will cease, except as otherwise expressly provided in TORs/RFPs.

## **9. DESIGNATION OF BENEFICIARY**

The Subscriber has designated (\_\_\_\_\_) whose address is (\_\_\_\_\_) as his/her beneficiary for all amounts outstanding to the Subscriber's credit under the terms of the Contract in the event of the Subscriber's death, to the extent that such amounts can legally be awarded to this person under the laws of the country.

## **10. TITLE RIGHTS**

The title rights, copyrights and all other rights of whatsoever nature in any material produced under the provisions of this Contract will be vested exclusively with GEB Project.

## **11. UNPUBLISHED AND CONFIDENTIAL INFORMATION**

The Subscriber will not communicate to any person, government, or other entity external to the GEB Project any unpublished or otherwise confidential information made known to the Subscriber by reason of performing his/her duties under the terms of this Contract, except as required by the assignment or upon authorization by the GEB Project. This provision will survive the expiration or termination of the Contract.

**12. DISCLOSURE**

The Subscriber must disclose to the GEB any business or professional employment or other activity in which s/he may be engaged prior to or at any time in the course of the present Contract. These activities may not be incompatible with the performance of services called for in this Contract nor represent a real or perceived conflict of interest. The GEB shall make the final decision as to the compatibility of such activities with the services under this Contract.

**13. STANDARDS OF CONDUCT**

The Subscriber must conduct himself/herself at all times in accordance with the highest standards of conduct and may not engage in any activity that is incompatible with those purposes and principles or the discharge of his/her duties. He/she will avoid any action and in particular any kind of public pronouncement which may adversely reflect on that relationship, or on the integrity, independence and impartiality which is required by that relationship. The Subscriber will not accept any favour, gift or remuneration from any source external to the GEB.

**I have read and understood the details of this Contract and its annexes**

|              |                    |
|--------------|--------------------|
| By:          | By:                |
| For the GEB: | Subscriber's name: |
| Date:        | Date:              |

\*\*\*\*\*