

REQUEST FOR PROPOSAL (RFP)

Establishment of GPS Monitoring System in Lower Siran Forest Division

NAME & ADDRESS OF FIRM	DATE: July 12, 2020
	REFERENCE: <u>"PMIU-KP/02/2020/Com-L"</u>

Dear Sir / Madam:

We kindly request you to submit your Proposal for "Establishment of GPS Monitoring System in Lower Siran Forest Division"

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

Proposals may be submitted on or before **Monday, July 27, 2020** and via email, courier mail or fax to the address below:

Project Management & Implementation Unit (PMIU) Khyber Pakhtunkhwa
Sustainable Forest Management Project (SFM)
Forest Offices, Shami Road
Peshawar
Khyber Pakhtunkhwa
Phone: 091-5243049
Cell: 0333-9491135

Email: rizwanali_afridi@yahoo.com & orakzaipk@gmail.com

Your Proposal must be expressed in the **ENGLISH**, and valid for a minimum period of **60 Days**

Important note: Please put the subject and reference Number in the subject line. Proposals received without reference number on the envelope will not be entertained and will result in the rejection of your submission.

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 MOCC 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 MOCC 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 MOCC, 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 MOCC'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 MOCC after it has received the Proposal. At the time of Award of Contract or Purchase Order, MOCC 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 MOCC, herein attached as Annex 3.

Please be advised that MOCC 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.

MOCC'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:

<https://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html>

MOCC encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to MOCC 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.

MOCC implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against MOCC, as well as third parties involved in MOCC activities. MOCC 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,
Mohammad Ayaz Khan
National Project Manager,
SFM Project

Description of Requirements

Context of the Requirement	PMIU KPK has conducted a feasibility study to establish GPS Monitoring System in the selected sites of Siran Forest landscape in district Mansehra. Two different sites have been identified and found feasible both socially and technically. After selection of the sites detailed designing and cost estimations on the basis of Bill of Quantity (BOQ) was calculated. This GPS Monitoring System will establish communication between forest guards and management and will track activity and real time location of the field staff.																				
Implementing Partner of UNDP	Ministry of Climate Change, Government of Pakistan																				
Brief Description of the Required Services ¹	Objective of the assignment is to establishment communication between forest guards and management; track activity and real time location of the field staff with the help of GPS monitored control room.																				
List and Description of Expected Outputs to be Delivered	The firm will deliver, but will not be limited to, the following tasks:																				
	<table><tr><td colspan="2">Work Location :</td><td>Lower Siran Forest Division</td></tr><tr><td>S.No</td><td>Description</td><td>Qty</td></tr><tr><td>1</td><td>Micro Walkie Talkie MPD-2505 with following accessories: a. Antenna b. Battery 2000 mAh c. Battery Charger d. Belt Clip</td><td>10</td></tr><tr><td>2</td><td>Micro Mobile MMD-2505 with following accessories: a. Diamond Antenna MC-101 b. RG-58 Low Loss Cable x 15ft c. Antenna Bracket d. Set Mounting Bracket e. Palm Microphone</td><td>3</td></tr><tr><td>3</td><td>Micro Repeater MRD-2505 with following accessories: a. Diamond Antenna CP-22E x 2 b. RG-213 Low Loss Cable 100ft x 2 c. KTI-3 IP Module for IP Linking</td><td>1</td></tr><tr><td>4</td><td>100ft Antenna Tower 12" X 12", 1" Pipe PPI, 14 Gauge, Guy wire 10mm-original pure steel. Cooper earthing rod with copper earthing wire 6mm, tower light with photo sensor, 3/29-2 core Pakistan Electric Cable, PVC pipe with joints and ties and stands.</td><td>3</td></tr></table>			Work Location :		Lower Siran Forest Division	S.No	Description	Qty	1	Micro Walkie Talkie MPD-2505 with following accessories: a. Antenna b. Battery 2000 mAh c. Battery Charger d. Belt Clip	10	2	Micro Mobile MMD-2505 with following accessories: a. Diamond Antenna MC-101 b. RG-58 Low Loss Cable x 15ft c. Antenna Bracket d. Set Mounting Bracket e. Palm Microphone	3	3	Micro Repeater MRD-2505 with following accessories: a. Diamond Antenna CP-22E x 2 b. RG-213 Low Loss Cable 100ft x 2 c. KTI-3 IP Module for IP Linking	1	4	100ft Antenna Tower 12" X 12", 1" Pipe PPI, 14 Gauge, Guy wire 10mm-original pure steel. Cooper earthing rod with copper earthing wire 6mm, tower light with photo sensor, 3/29-2 core Pakistan Electric Cable, PVC pipe with joints and ties and stands.	3
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¹ A 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.

		Tower top plates, Base plate 16"X16" 8mm, base plate anchor. tower antenna stand, ton buckle 16mm D shape 12mm, figure of 8, 12mm thimble, nut bolts, divider plate and grece buckets all galvanized items and complete earthing equipment.	
	5	Power Solution for Repeaters Solar Charge Controller x 1 Monocrystalline 150 Watt Solar Panel x 12 Solar Stand for 150 Watt x 9 Solar Panel x 1 NARADA 155 AH Dry Battery x 2	2
Person to Supervise the Work/Performance of the Service Provider	Muhammad Ayaz Khan, National Project Manager, Project Management Unit – SFM Project, and Muhammad Arif, Provincial Project Coordinator, PMIU-Khyber Pakhtunkhwa, SFM Project		
Frequency of Reporting	On Monthly basis		
Progress Reporting Requirements	<input checked="" type="checkbox"/> Quarterly		
Location of work	<input checked="" type="checkbox"/> Exact Address: Lower Siran Forest Division, District Mansehra		
Expected duration of work	2 Months		
Target start date	15th August 2020		
Latest completion date	15th October 2020		
Travels Expected	N/A		
Special Security Requirements	N/A		
Facilities to be Provided by MOCC (i.e., must be excluded from Price Proposal)	N/A		
Implementation Schedule indicating breakdown and timing of activities/sub-activities	Outputs	Timing	
	Mobilization of workers and commencement of the work	1 weeks from contract signing	
	50% Execution/progress report of physical work	6 weeks from contract signing	
	100 % Completion of Physical and electromechanical work along with certificate.	12 weeks from contract signing	

	Inauguration of the Communication System	12 th Week of signing of contract.															
Currency of Proposal	<input checked="" type="checkbox"/> Local Currency																
Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes																
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, MOCC may request the Proposer to extend validity of the Proposal beyond what has been initially indicated in this RFP. The Proposer shall then confirm the extension in writing, without any modification whatsoever in the Proposal.																
Partial Quotes	<input checked="" type="checkbox"/> Not permitted																
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>Mobilization Charges</td><td>20%</td><td>Within 1 week from contract signing</td><td rowspan="3"> Within thirty (30) days from the date of meeting the following conditions: a) MOCC's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider. </td></tr> <tr> <td>50% achievement of Physical Work</td><td>30%</td><td>Within 6 weeks from contract signing</td></tr> <tr> <td>Completion of 100% Physical Work</td><td>50%</td><td>Within 12 weeks from contract signing</td></tr> </tbody> </table>			Outputs	Percentage	Timing	Condition for Payment Release	Mobilization Charges	20%	Within 1 week from contract signing	Within thirty (30) days from the date of meeting the following conditions: a) MOCC's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.	50% achievement of Physical Work	30%	Within 6 weeks from contract signing	Completion of 100% Physical Work	50%	Within 12 weeks from contract signing
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Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	National Project Manager, SFM Project																

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

³ UNDP 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 cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order
Criteria for Contract Award	<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 MOCC Contract General Terms and Conditions (GTC). This is a mandatory criterion 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><u>Technical Proposal (70%)</u></p> <input checked="" type="checkbox"/> Expertise of the Firm 30% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 20% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 20% <p><u>Financial Proposal (30%)</u></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by MOCC.</p> <p>Note:</p> <p>As per the conditions given in Annex-I.</p>
MOCC will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP ⁴	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ⁵ <input checked="" type="checkbox"/> Detailed TOR <i>as an Annex 4</i>
Contact Person for Inquiries (Written inquiries only) ⁶	Rizwanali_afridi@yahoo.com Any delay in MOCC's response shall be not used as a reason for extending the deadline for submission, unless MOCC determines that such an extension is necessary and communicates a new deadline to the Proposers.

⁴ Where the information is available in the web, a URL for the information may simply be provided.

⁵ 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.

⁶ 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.

<p>Other Information <i>[pls. specify]</i></p>	<p>Minimum Information of the Firm</p> <ol style="list-style-type: none"> 1. Detail of similar projects/studies completed during last three years. Relevant details such as cost of the project and completion period along with certificate/evidence must be provided. 2. Profile of the firm along with details of employees, CVs of key professionals and available facilities/partnerships for joint ventures. 3. Proof of financial stability such as financial reports of the last three years along with bank statement/certificates indicating financial standing 4. Firm's valid registration with income tax/sale tax department 5. An affidavit on stamp paper that the company has never been involved in litigation with any of its clients.
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Form – 1: Expertise of Consultant submitting proposal		
1.1	Experience of Firm (At least 10-15 years' experience of working in establishment of Communication Systems (each year carries 6 marks).	90
1.2	Financial Stability:	
	Relevant Experience: Minimum three relevant Contracts most preferably with Government organizations, National/Multinational Organizations (Provide proof of service with name of the organization and amount of contract (each proof carries 10 marks)	30
1.3	Provide three satisfactory performance certificates along with duration of each assignment (each certificate carries 10 marks)	30
1.4	General Capability: Strength of the project management procedures in place (loose consortium carries less marks) (70% - 90%)	40
	Sub Total Technical	190
2	Proposed Methodology, Approach and Implementation Plan	
2.1	To what degree does the bidder understand the task?	80
2.2	Have the important aspects (All phases) of the task been addressed in sufficient detail? (70% - 90%)	60
2.3	Is the proposed methodology by the vendor correspond to objective adequate/good/excellent (70% - 90%)	60
2.4	Relevance of frequency with the objectives of survey? (70% - 90%)	60
2.5	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project? (70% - 90%)	50
	Sub Total part – 2	310
3	Expertise of the Team	

	<p>Interested organizations should determine the number and the nature of experts they will require to achieve objectives of the contract. However, MOCC requires a minimum of two Key Experts/ engineers having experience in establishment of Communication Systems.</p> <p>The firm and the individual consultant Consultant/contractor must have advance degrees in engineering and have at least five years proven working experience.</p> <ul style="list-style-type: none"> • The Experts should demonstrate relevant experience and expertise to conduct the scope of work mentioned above. • Proven track record of work in the public-private partnership area in the relevant position especially as site engineer or supervisor for establishment of Communication System. • Direct experience of working with government and non-government organization or with construction firms or personally executed such projects with Donor and Government departments <p>Following task will also be performed by the experts / firm</p> <ul style="list-style-type: none"> • Coordinate with PMIU and PMU Team/MOCC on project matters; • Provision of all kind of equipment for establishment of communication system; and • Installation of communication system including software and towers. 	100
	Sub Total	100
	Total	600

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁷

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁸)

[insert: Location].

[insert: Date]

To: Rizwan Ali, Admin & Finance Assistant, PMIU- KP

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to MOCC in conformity with the requirements defined in the RFP dated *[specify date]*, and all of its attachments, as well as the provisions of the MOCC 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 MOCC 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 MOCC, 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

⁷ This serves as a guide to the Service Provider in preparing the Proposal.

⁸ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

methodology will be appropriate to the local conditions and context of the work.

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.*

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

FINANCIAL PROPOSAL (BOQ)

D. Cost Breakdown per Deliverable*

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Mobilization Charges	20%	
2	50% achievement of Physical Work	30%	
3	Completion of 100% Physical Work	50%	
	Total	100%	

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

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

S.No	Description	Qty	Rate	Total
1	Micro Walkie Talkie MPD-2505 with following accessories: e. Antenna f. Battery 2000 mAh g. Battery Charger h. Belt Clip	10		
2	Micro Mobile MMD-2505 with following accessories: f. Diamond Antenna MC-101 g. RG-58 Low Loss Cable x 15ft h. Antenna Bracket i. Set Mounting Bracket j. Palm Microphone	3		
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5	Power Solution for Repeaters	2		

	Solar Charge Controller x 1			
	Monocrystalline 150 Watt Solar Panel x 12			
	Solar Stand for 150 Watt x 9 Solar Panel x 1			
	NARADA 155 AH Dry Battery x 2			

*[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 Ministry of Climate Change (MOCC). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of MOCC or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

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

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 MOCC.

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 MOCC for all sub-contractors. The approval of MOCC 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 MOCC 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, MOCC, 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 MOCC as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the MOCC;
 - 8.4.3** Provide that the MOCC 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 MOCC 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 MOCC 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 MOCC shall rest with MOCC and any such equipment shall be returned to MOCC at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to MOCC, 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 MOCC 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 MOCC 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 MOCC 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 MOCC.
- 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 MOCC does not and shall not claim any ownership interest thereto, and the Contractor grants to the MOCC 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 MOCC; 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 MOCC 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 MOCC, shall be made available for use or inspection by the MOCC at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to MOCC authorized officials on completion of work under the Contract.

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

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with MOCC, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of MOCC or THE United Nations, or any abbreviation of the name of MOCC 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 MOCC, 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 MOCC sufficient prior notice of a request for the disclosure of Information in order to allow the MOCC 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 MOCC 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 MOCC, 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 MOCC 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 MOCC 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 MOCC 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 MOCC 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** MOCC reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case MOCC 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 MOCC under this Article, no payment shall be due from MOCC 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 MOCC 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 MOCC 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 MOCC to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes MOCC to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the MOCC before the payment thereof and the MOCC 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 MOCC 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 MOCC to terminate this Contract immediately upon notice to the Contractor, at no cost to MOCC.

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 MOCC to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of MOCC.

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 MOCC 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 MOCC 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 MOCC, only the MOCC Authorized Official possesses the authority to agree on behalf of MOCC 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 MOCC unless provided by an amendment to this Contract signed by the Contractor and jointly by the MOCC Authorized Official.

TERMS OF REFERENCE

Project ID: 0094079

Project Title: Sustainable Forest Management Project

Assignment Title: “Establishment of Communication System”

Duty Station:

A. INTRODUCTION

SFM aims Project is to promote sustainable forest Management in Pakistan’s Western Himalayan Temperate Forests, Sub tropical broad leaved evergreen thorn (Scrub) and Riverine Forest for Biodiversity conservation, Mitigation of climate change, and securing Forest Ecosystem services. This project is a joint venture of Ministry of Climate Change implement through Provincial Forestry, Environment & Wildlife Department in Khyber Pakhtunkhwa. Under this project PMIU KP has conducted a feasibility study to establish GPS Monitoring System in the selected sites of Siran Forest landscape in district Mansehra. Two different sites have been identified and found feasible both socially and technically. The project intends to establish GPS monitoring system in Lower Siran Forest Division. This GPS Monitoring System will establish communication between forest guards and management and will track activity and real time location of the field staff.

B. BACKGROUND OF THE CONSULTANCY ASSIGNMENT

PMIU KPK has conducted a feasibility study to establish GPS Monitoring System in Siran Forest Divisions. The feasibility study identified four different sites that have no network coverage and therefore recommended to install 100 feet antenna towers at the four different sites which will establish uninterrupted communication system between the field staff and management and will cover an area of 950 sq Kilometer. Establishment of GPS Monitoring System will ensure sustainable forest conservancy and management by establishing effective communication between field staff and management. Moreover, the system will help the Siran Forest Division in monitoring the presence of field staff, track activity of field staff, trace exact location of the field staff, and will serve as mode for monitoring forest fire.

Due to no network coverage in the selected sites of Siran Forest Division establishment of GPS Monitoring System is inevitable.

C. CRITERIA AND EXPERIENCE

The Project seeks to identify company/firm that has capacity in the field of communication system.

- i. Experience of establishment of GPS Monitoring System.
- ii. 10-15 years of experience in GPS Monitoring/ Communication Systems.
- iii. GEF/UNDP project experience is an advantage.

D. 8. DURATION OF THE WORK

The contractor shall ensure the completion of the assignment within a period of 2 months with further extension of one months if found reasonable and justified after considering the ground realities and the hurdles come forth during the execution process.

E. SCOPE OF FINANCIAL PROPOSAL AND SCHEDULE OF PAYMENTS

- i. Financial Proposal: The company shall clearly quote in detail the financial proposal in accordance to the work contract and the bill of quantities given below:

S.No	Description	Qty	Rate	Total
1	Micro Walkie Talkie MPD-2505 with following accessories: i. Antenna j. Battery 2000 mAh k. Battery Charger l. Belt Clip	10		
2	Micro Mobile MMD-2505 with following accessories: k. Diamond Antenna MC-101 l. RG-58 Low Loss Cable x 15ft m. Antenna Bracket n. Set Mounting Bracket o. Palm Microphone	3		
3	Micro Repeater MRD-2505 with following accessories: g. Diamond Antenna CP-22E x 2 h. RG-213 Low Loss Cable 100ft x 2 i. KTI-3 IP Module for IP Linking	1		
4	100ft Antenna Tower 12" X 12", 1" Pipe PPI, 14 Gauge, Guy wire 10mm-original pure steel. Cooper earthing rod with copper earthing wire 6mm, tower light with photo sensor, 3/29-2 core Pakistan Electric Cable, PVC pipe with joints and ties and stands. Tower top plates, Base plate 16"X16" 8mm, base plate anchor. tower antenna stand, ton buckle 16mm D shape 12mm, figure of 8, 12mm thimble, nut bolts, divider plate and grece buckets all galvanized items and complete earthing equipment.	3		
5	Power Solution for Repeaters	2		
	Solar Charge Controller x 1			

	Monocrystalline 150 Watt Solar Panel x 12			
	Solar Stand for 150 Watt x 9 Solar Panel x 1			
	NARADA 155 AH Dry Battery x 2			

ii. Schedule of Payment: Schedule of Payment is given below:

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Remarks
1	Mobilization Charges	20%	PPC and SFM staff to verify that consultant along with his team moved to the area and work started.
2	50% achievement of Physical Work	30%	Certificate of the Authorized SDFO of Siran Forest Division to verify the work as per given deliverables in the BOQ
3	Completion of 100% Physical Work	50%	Certificate of completion by DFO Concern
	Total	100%	

F. APPLICATION AND SELECTION PROCESS

Evaluation criteria of short-listed company/firm will include:

- (i) Technical approach;
- (ii) Past experience directly related to the scope of work & deliverables; and
- (iii) Financial proposal.

The SFM reserves the right to shortlist company/firm consultants in its selection process, in line with the MOCC procurement procedures.

Interested parties are kindly requested to submit proposal together with a detailed company/organization profile (to include areas of expertise and experience, examples of relevant ongoing and past consultancies, services provided and staff capacity) and expected fees within the

given deadline.

G. Management

Interested organization/firms should indicate the management structure proposed for the team. The Team Leader will work in close coordination with the PMIU-Khyber Pakhtunkhwa and PMU, SFM Project /MOCC Team as supervisor. The Team Leader will keep the supervisors informed regularly about the progress made in the implementation of this assignment, identify any issues or possible delays to the accomplishment of this assignment, and propose and implement solutions to address such issues or possible delays.

H. Preparation of the Proposal

Interested organizations/firms are requested to prepare a detailed description of how they propose to deliver on the outputs of the contract in the section of their proposal called "Approach and Methodology". In this narrative, organizations should be explicit in explaining how they will achieve the outputs, and include any information on their existing activities upon which they may build as well as the details of what staff will comprise in the project team. Measurable targets should also be provided.

One-page CV only must be submitted for each Key and non-key expert included in the proposal. Only the CVs Environmental Expert/Planner, Forest specialist and Expert will be scored as part of the technical evaluation of proposals. The CVs of non-key experts will not be scored; however, MOCC will review and individually approve/reject each CV for each position in the proposal.

All positions under the contract (key and non-key experts) must be included and budgeted for in the financial proposal in accordance with the person-month allocation required for each as defined by the proposing organization.

I. Proposal Evaluation

Considering the technical nature of this project, proposals will not be evaluated solely on monetary terms. Instead, available technical expertise and proposed methodology will also be evaluated by a panel of expert selected by PMIU and PMU team, SFM Project and MOCC. The expert panel will consist of experts having expertise and experience in the field of communication systems and GPS Monitoring systems.

J. Remuneration/Consultancy fee

The detailed budget for conducting the assignment of PMU-SFM Project /MOCC would be shared with the successful consultancy firm/organization. PMIU-Khyber Pakhtunkhwa SFM Project /MOCC will pay the charges as per BOQ prepared by the consultant. (includes all installation, staffing costs, travel, etc.) @ Pk. Rs. in the following terms:

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price (Weight for payment)
1	Mobilization Charges	20%
2	50% achievement of Physical Work	30%
3	Completion of 100% Physical Work	50%
	Total	100%

All payments will be made in Pak. Rs. via cross-cheques in the name of selected consulting firm/organization or vendors only subject to the satisfactory performance.

Important Note:

1. The NPM or his representative shall supervise the consulting Firm.
2. All data and maps produced as a result of this contract shall be submitted both in soft and hard form.
3. All the data, and maps produced by the consulting firm for the said services shall be the property of the SFM Project. The firm shall not share and use data and maps for any other purpose/ job without the explicit written approval of the NPM, SFM Project.
4. The consulting firm may be required to perform any other services deemed necessary by the Client during the execution of this Contract towards the achievement of general objectives as given above.
5. In case the consulting firm fails to fulfill the contractual obligations and violate the contract agreement, the contract agreement shall be terminated and firm shall not be liable to make any pending claims.