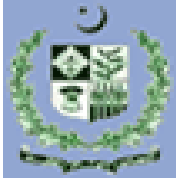


**Important Note:** As a result of queries/suggestions from potential bidders, and discussion in pre-bid conference, certain amendments have been made in RFP documents as mentioned below;

- Elimination of Performance Security Bond requirement for successful bidder.
- Elaboration of technical and financial criteria for bid-evaluation (Page No.12).
- Extension of last date for submission of proposals till March 10, 2007 (1600 hrs.).
- Explicit TOR's for Capacity Assessment Study, Wind Resource Assessment for PMD (Page. No.25)
- All prices shall be quoted in Pak Rupees (Page No.8)



## **Request for Proposal**

UNDP/GEF Wind Energy Project (WEP)  
Office of the Project Manager

**RFP Number:** WEP/0207/WRA

**Title:** Baseline Capacity Assessment of PMD, AEDB, NEPRA

**Issue Date:** February 05, 2007

**Proposal Due Date:** March 10, 2007

### **Proposal Delivery Location:**

Proposals shall be sealed and addressed or delivered to:

***RESPONSE TO RFP No. WEP/0207/WRA/01***

**Project Manager,  
House No. 02, Main Nazim-ud-din Road.  
Sector F-10/4, Islamabad.**

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# Request for Proposals- RFP

**Issuance Date:** February 05, 2007

**Closing Date:** March 10, 2007

**Closing Time:** 1600 hrs

**Subject: Request for Proposal (RFP) – Baseline Capacity Assessment Study**

United Nation Development Program (UNDP) has initiated project "Sustainable Development of Utility Scale Wind Power Generation Project" referred to as Wind Energy Project (WEP). The project is being funded by Global Environment Facility (GEF) and implemented through Alternative Energy Development Board (AEDB), Government of Pakistan. As a part of its institutional strengthening program of relevant government institutions, WEP is intending to conduct baseline capacity assessment of PMD, NEPRA, and AEDB through consultants. Based on recommendations of this study, capacity building and technical assistance of these institutions will be carried out for sustainable development of commercial scale wind power generation in Pakistan.

The Project is seeking proposals for conducting a baseline capacity assessment study of Pakistan Meteorological Department (PMD), Alternative Energy Development Board (AEDB), and NEPRA for sustainable development of commercial scale wind power generation in Pakistan. Details of the assignment can be found in the RFP documents.

The Consultant Firm working on Baseline Capacity Assessment Study will develop implementation plan - capacity building strategy for a comprehensive, coordinated, and sustained activities for Bankable Wind Resource Assessment on part of PMD, Wind tariff determination, performance standards, relevant grid codes, as well as issuance of licenses to wind power investors on part of NEPRA, and Alternative Energy Development Board acting as one-window facility for Wind Energy Investors, taking into account existing activities, capacities, and building on existing infrastructure, systems and initiatives. Details of study along with terms and conditions can be found in RFP document given below.

Proposals will be considered on the basis of specific criteria, which are described in the enclosed RFP documents. These criteria include but are not limited to the applicant's organizational capacity and institutional qualifications, professional staff, past performance, and cost effectiveness. WEP will carefully consider the experience and qualification of the firm and individual/s conducting study, detailed implementation methodology of the above-mentioned assignment, relevant work done in the past and financial cost – which should be clearly stated in the proposal.

To enable you to submit a proposal, attached are:

- a. Instructions to Offerors ..... (Annex I)
- b. General Conditions of Contract..... (Annex II)
- c. Terms of Reference (TOR)..... (Annex III)
- d. Proposal Submission Form ..... (Annex IV)

Issuance of this RFP does not constitute an award commitment on the part of WEP nor does it commit the WEP to pay for costs incurred in the preparation and submission of a proposal. Further, WEP reserves the right to reject any or all applications received. Applications are submitted at the risk of the applicant.

It is anticipated that project will be awarded by March 2007.

Thank you very much for your interest in working with WEP. We look forward to receiving your proposals.

Yours sincerely,

**Nafees Ahmad Khan**  
Deputy Project Manager.  
Wind Energy Project (WEP).

## **Instructions to Offerors**

### **A. Introduction**

#### **1. Purpose of this Request for Proposals (RFP)**

Wind Energy Project (WEP) is requesting proposals for Conducting Baseline Capacity Assessment of Pakistan Meteorological Department (PMD), Alternative Energy Board (AEDB), and NEPRA. The purpose of this Request for Proposals (RFP) is to select Consultant/s that will carry out above-mentioned study.

#### **2. Cost of proposal**

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

### **B. Documents**

#### **3. Contents of solicitation documents**

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

#### **4. Clarification of solicitation documents**

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organization's mailing address or fax number indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that have received the Solicitation Documents.

#### **5. Amendments of solicitation documents**

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a

clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

## **C. Preparation of Proposals**

### **6. Language of the proposal**

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English.

### **7. Documents comprising the proposal**

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8 and 9;

### **8. Proposal form**

The Offeror shall structure the operational and technical part of its Proposal as follows:

#### **(a) Management plan**

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UNDP entity.

## **Resource plan**

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

### **(b) Proposed methodology**

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

### **9. Proposal prices**

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

### **10. Proposal currencies**

**All prices shall be quoted in Pak Rupees.**

### **11. Period of validity of proposals**

Proposals shall remain valid for 120 days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses

thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

## 12. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each “Original Proposal” and “Copy of Proposal” as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorized to bind the Offeror to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

## 13. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

## D. Submission of Proposals

### 14. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

- addressed to

**Project Manager,  
Wind Energy Project.  
House No.02, Main Nazim-ud-din Road, Sector F-10/4.  
Islamabad.**

- marked with

**Response to RFP No. WEP/0207/WRA/01**

**RFP: Baseline Capacity Assessment Study of PMD, AEDB, NEPRA**

- (b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked “Original” and “Copy”. The second inner envelope shall include the price schedule duly identified as such.

**Note:** if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal’s misplacement or premature opening.

#### **15. Deadline for submission of proposals**

Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than **March 10, 2007 by 1600 hours**.

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **16. Late Proposals**

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

#### **17. Modification and withdrawal of Proposals**

The Offeror may withdraw its Proposal after the Proposal’s submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror’s withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

## **E. Opening and Evaluation of Proposals**

### **17. Opening of proposals**

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UNDP entity.

### **18. Clarification of proposals**

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

### **19. Preliminary examination**

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

### **20. Evaluation and comparison of proposals**

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 800 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. Financial Proposal will be allocated 200 marks. Thus technical and financial criteria will carry weighted score of 80:20 respectively. Financial proposal will be evaluated in proportion to the lowest financial bid offered for allocation of marks out of total 200 marks. The combined weighted technical and financial score will be then used for the final award of contract decision.

## Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organization submitting Proposal	30%	240					
2.	Proposed Work Plan and Approach	40%	320					
3.	Personnel	30%	240					
<b>Total</b>			<b>800</b>					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm / Organization Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organization submitting proposal							
1.1	Reputation of Organization and Staff (Competence / Reliability)	50					
1.2	General Organizational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organization, strength of project management support e.g. project financing capacity and project management controls)	50					
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.	15					
1.4	Quality assurance procedures, warranty	15					
1.5	Relevance of: - Specialized Knowledge - Experience on Similar Program / Projects - Experience on Projects in the Region - Work for UNDP/ major multilateral/ or bilateral program	<b>110</b> 40 30 20 20					
<b>Total</b>		<b>240</b>					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Approach							
2.1	To what degree does the Offeror understand the task?	25					
2.2	Have the important aspects of the task been addressed in sufficient detail?	25					
2.3	Are the different components of the project adequately weighted relative to one another?	15					
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	45					
2.5	Is the conceptual framework adopted appropriate for the task?	50					
2.6	Is the scope of task well defined and does it correspond to the TOR?	90					
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	70					
<b>Total</b>		320					

Technical Proposal Evaluation Form 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
3.1	Task Manager		120					
		Sub-Score						
	General Qualification	110						
	Suitability for the Project							
	- International Experience	20						
	- Training Experience	20						
	- Professional Experience in the area of specialization	60						
	- Knowledge of the region	10						
	- Language Qualifications	10						
		120						
3.2	Expert (s)		120					
		Sub-Score						
	General Qualification	110						
	Suitability for the Project							
	- International Experience	15						
	- Training Experience	15						
	- Professional Experience in the area of specialization	65						
	- Knowledge of the region	15						
	- Language Qualifications	10						
		120						
	<b>Total Part 3</b>			240				

## F. Award of Contract

### 21. Award criteria, award of contract

The procuring UNDP entity reserves the right to accept or reject any proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organization and activity concerned.

### 22. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

### 23. Signing of the contract

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

## **General Conditions of Contract**

### **1. LEGAL STATUS**

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

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

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

### **3. 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. ASSIGNMENT**

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

### **5. SUB-CONTRACTING**

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

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

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

## **7. INDEMNIFICATION**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

## **8. 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 its 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:

(i) Name UNDP as additional insured;

(ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;

(iii) Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article.

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

## **10. TITLE TO EQUIPMENT**

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

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

UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

## **12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations 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 Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.

13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

#### **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 Contractor shall give notice and full particulars in writing to UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNDP 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 Contractor 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, UNDP shall take such action as, in its sole discretion; it considers being 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.

14.3 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, UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

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

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor 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 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, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP 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. 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. 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 UNDP to determine a mutually acceptable procedure.

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

## **19. 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.

## **20. 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 Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

### Terms of Reference (TOR)

**Project Objectives:** UNDP in collaboration with Government of Pakistan has initiated the project “Sustainable Development of Utility Scale Wind Power Production” Project. The objective of the 1<sup>st</sup> phase of the project is to create an enabling environment for the development of commercial scale wind energy projects in Pakistan. Project is being funded by GEF. AEDB will act as an executing agency spearheaded by a National Project Director (NPD), and implemented through a Project Implementation Unit (PIU).

The overall objectives of the full project are to avoid CO<sub>2</sub> emissions by removing barriers to utility-scale wind energy (WE) production in Pakistan. Phase I has been designed to remove policy and regulatory barriers and create an enabling environment for private sector investors for WE production. Phase I works towards project objectives consistent with the objectives of GEF Operational Program 6 (OP6).

**Project Background:** Phase I of the wind energy project (WEP) effectively commenced operations on October 1, 2006. Project documents for the full-scale project were completed in January 2004, and were jointly endorsed by the Government of Pakistan (GoP) and UNDP Pakistan in December 2005. The project was designed to be implemented in two phases, the first phase focusing on removal of barriers that may inhibit the formation of an enabling environment for private sector investment into utility-scale wind power production as well as off-grid applications, and the second to support sustainable development of Wind Energy (WE) projects in Pakistan.

The inception workshop of the project was on held on December 5, 2006 at the Holiday Inn Hotel, Islamabad. The main objective of the workshop was to establish ownership and understanding of project goals and objectives, in collaboration with stakeholders and to understand the fundamental issues involved in achieving these outputs. Based on such an understanding, finalization of an annual work plan for 2007 is currently under progress.

After review by the Inception Mission of the views of all stakeholders (through formal and informal discussions and the Inception Workshop), “primary” project priorities at this stage include the following:

- Attain clarity on viewpoints of all stakeholders with respect to current policies and tariff structures as it pertains to attracting private investment to developing WE in Pakistan;
- Appropriately refining tariff structures to respond to changing market conditions in the global WE sector;
- Increasing the availability of “bankable” wind data in Pakistan; and

- Raising awareness of WE in Pakistan with supporting government agencies involved with various aspects of WE development.

**Objectives of Conducting Baseline Capacity Assessment Study:** The Consultant working on Baseline Capacity Assessment Study will develop implementation plan - capacity building strategy for a comprehensive, coordinated, and sustained activities for Bankable Wind Resource Assessment on part of PMD, Wind tariff determination as well as licensing on part of NEPRA, and Alternative Energy Development Board acting as one-window facility for Wind Energy Investors, taking into account existing activities, capacities, and building on existing infrastructure, systems and initiatives.

**Scope of work and expected output:** Wind Energy Project (WEP) team is initially planning to focus on following key areas:

- Institutional strengthening of relevant government and private sector institutions for sustainable development of wind power and other wind energy applications.
- Review of renewable energy policy and regulatory issues including tariff determination, issuance of licenses for renewable energy technologies specifically wind energy.
- Wind resource assessment of international standards.
- Indigenous manufacturing of wind turbine machinery.

Wind resource assessment of international standard is of vital importance for the development of wind farms. The role of Pakistan Meteorological Department (PMD) in the identifying potential wind farms, and wind resource assessment cant be overemphasized. Despite its limited resources, PMD has done useful work in wind data collection and identification of Gharo-Ketti Bander Wind Corridor.

In order to strengthen and enhance the capacity PMD to conduct wind resource assessment of international standards, WEP intends to conduct baseline capacity assessment study primarily of PMD. The capacity assessment of NEPRA and AEBB will be carried out with the objective to identify their role for facilitating wind power development, and strengthen their capacity based on the findings of the study. This will lay the foundation for capacity enhancement of relevant govt. institutions for sustainable development of wind power production in the country.

Capacity assessment of PMD for carrying out bankable wind resource assessment will particularly focus on areas including;

- Manpower available specifically for wind resource assessment
- Detail of qualified staff, skilled technicians.
- Hardwares and softwares availability
- Hands on experience of using state of art tools for wind resource measurement.
- Understanding of standard practice adopted for wind resource assessment

## **Expected Deliverables**

### **1. Pakistan Meteorological Department (PMD)**

#### **A. Capacity Assessment of PMD**

The consultant is expected to make recommendations for establishing state of art wind resource assessment section for wind power generation in PMD both at federal and provincial level. Recommendation may include;

- Based on the desired objective, determine the technical assistance required by PMD for conducting bankable wind resource assessment.
- Identify minimum qualified staff requirements along with requisite qualification, experience, and recommend strategy for sustaining wind resource assessment activities.
- Identify and recommend softwares/hardware requirements, and online monitoring tools for wind data access in control room.
- Based on current capacity and capabilities of staff dealing in wind energy developments, identify and recommend specific training/s programs.

#### **B. Wind Resource Assessment**

- Identify and recommend minimum 10 sites for wind resource assessment (installation of wind masts, data collection and analysis system, to be set up in near future) at promising wind sites based on information from PMD, PMD/NREL joint wind mapping efforts, and any other authentic wind data from other sources. Potential wind sites shall be recommended based on techno-economical pre-feasibility analysis (best practices available) for developing future grid-connected commercial wind farms.
- Evaluate, assess the merits/demerits of having real-time access to wind resource data with specific reference to our country. Based on its utility recommend a comprehensive system with access to wind data for govt. institutions, and wind power investors.
- Identify and recommend a comprehensive GIS system (all the relevant information that needs to be uploaded) for potential wind farm sites. Explore available GIS systems from different organizations and possibilities of linking wind resource data related information on these existing GIS systems.
- Identify and recommend wind forecasting, information management and exchange system for integrated wind farm operation.
- Identify and recommend standard wind mast system, including recommended height and equipped with necessary anemometers, sensors, data loggers, solar panel, auxiliary battery power, and data communication to control rooms.
- Recommend strategies for resource mobilization.

## **2. Capacity Assessment of NEPRA:**

The capacity assessment study of NEPRA will focus on their capacity and understanding of Wind Power with reference to tariff determination, and issuance of licenses to wind power investors;

- Based on the desired objective, determine the technical assistance required by NEPRA for smooth and efficient running of matters pertaining to above-mentioned task.
- Identify minimum qualified staff requirements along with requisite qualification and experience for carrying out above-mentioned task for Wind Power IPP's.
- Identify and recommend relevant softwares/hardware requirements.
- Based on current capacity and capabilities of staff dealing in wind energy matters, identify and recommend specific training/s programs.

## **3.Capacity Assessment of AEDB:**

Capacity assessment of AEDB will look into their capabilities to act as one window facility for wind power investors.

- Based on the desired objective, determine the technical assistance required by AEDB specifically with reference to wind power for providing comprehensive and up-to-date information for prospective wind investors.
- Identify minimum qualified staff requirements along with requisite qualification and experience.
- Identify and recommend softwares/hardware requirements,
- Based on current capacity and capabilities of wind section in AEDB, identify and recommend specific training/s programs for this section.

In order to avoid duplication of activities, and effective resource utilization, specific recommendations shall be made for PMD, NEPRA, and AEDB for their roles and responsibilities in promoting Wind Energy (WE), keeping in consideration their assigned task. This will ensure clear understanding of roles and responsibilities of each institution in performing their duties and avoid confusion of prospective Wind Power Investors to get required information. Study will be carried out in close consultations with all stakeholders, and input from Wind Energy Project (WEP) team. The consultant/s will organize a conference/workshop of all the stakeholders to reach consensus on the findings/recommendations of study before finalization of assignment.



## Price Schedule

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response and label it as “Financial Proposal”.

All prices/rates quoted must be exclusive of all taxes, since the procuring WEP entity is exempted from taxes as described below:

*“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 procuring entity WEP to determine a mutually acceptable procedure.*

*Accordingly, the Contractor authorizes the procuring WEP entity to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with WEP before the payment thereof and WEP 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 procuring WEP entity with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.”*

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

The sample format shown below could be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as example.

### Cost for the whole assignment

S,No	Break-up of Financial Proposal	Unit Price	Total Cost
1	Consultancy fees (design, implementation, report writing etc.)		
2	Administrative costs (stationary, printing etc.)		
3	Logistical costs (transport, travel, accommodation, etc.)		
4	Overhead costs		
5	Sundries		
	<b>Total</b>		

## Important Dates

**Note: This study is planned to finish in 4-6 weeks.**

The important dates for the pre-qualification process are:

Activity	Date
Availability of pre-qualification document	February 05, 2007
Last date of receiving queries	February 12 2007
Pre-bid conference in Wind Energy Project Office	February 14,2007 at 1400 hrs
<b>Last date for submission of the proposals</b>	<b>Mach 10,2007 (1600 hrs)</b>