



REQUEST FOR PROPOSAL (RFP)

for “*Update of Low Emission Development Strategy for the Transport Sector 2016 and preparation of roadmap and action plan for implementation.*”

Dear Sir / Madam:

We kindly request you to submit your Proposal for *Update of Low Emission Development Strategy for the Transport Sector 2016 and preparation of roadmap and action plan for implementation.*

Proposals may be submitted on or before **Thursday, November 12, 2020** and via email, courier mail or fax to the address below:

United Nations Development Programme
Procurement Unit
procurement.bt@undp.org

Your Proposal must be expressed in English, and valid for a minimum period of 60 days

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

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

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

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

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

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

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

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

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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

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

http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Mr. Chimi Rinzin
Portfolio Manager, UNDP
11/2/2020

Description of Requirements

Context of the Requirement	<i>Please refer ToR</i>
Implementing Partner of UNDP	Ministry of Information and Communication (MOIC)
Brief Description of the Required Services	<i>Update of Low Emission Development Strategy for the Transport Sector 2016 and preparation of roadmap and action plan for implementation</i>
List and Description of Expected Outputs to be Delivered	Please refer ToR
Person to Supervise the Work/Performance of the Service Provider	Please refer ToR
Frequency of Reporting	Output based and as and when needed
Progress Reporting Requirements	Please refer ToR
Location of work	Please Refer ToR
Expected duration of work	The duration of contract shall be for 40 working days spread over mid-November 2020 to January 2021
Target start date	Immediately upon signing of contract
Latest completion date	31 st January 2021
Travels Expected	Please refer ToR
Special Security Requirements	<input checked="" type="checkbox"/> Not Applicable
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	Please refer ToR
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required

Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> Not Applicable. UNDP is exempted from payment of any form of tax.
Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	<ul style="list-style-type: none"> • 20% payment upon Contract signing and inception report submission • 30% payment upon GHG inventory and mitigation assessment training workshop completed. Submission of report on training and consultation workshops including recommendations for improvements in data collection. • 30% payment upon submission of 2nd draft report • 20% upon submission Submission of final draft document and
	upon acceptance by UNDP & MOIC
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	The progress of the consultant will be monitored based on the timelines and milestones indicated in the inception note. UNDP will disburse the payments based on the clearance and certification of payment by the UNDP Project Manager
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services
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 UNDP 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	<u>Technical Proposal (70%)</u> Please refer ToR

	<p><u>Financial Proposal (30%)</u> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP ¹	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ² <input checked="" type="checkbox"/> Detailed TOR
Contact Person for Inquiries (Written inquiries only) ³	<p><i>Ms. Nima</i> <i>Procurement Associate UNDP</i> <i>nima@undp.org</i></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information	<p>The Technical Proposal document must be submitted along with the following documents:</p> <ul style="list-style-type: none"> • A brief background of the applicant firm and a letter of intent; • Evidence of experience in undertaking similar works (provide examples and referees); • Technical proposal: A summary of the methodology and timelines for ensuring completion of work by required time; • CVs of the lead consultant and key team members; and • Financial proposal (all-inclusive lump sum amount with cost breakdown) <p>The proposal should be submitted in electronic format by Thursday, November 12, 2020 to procurement.bt@undp.org.</p>

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁴

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁵)

[insert: Location]
[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

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

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact 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.*

⁴ This serves as a guide to the Service Provider in preparing the Proposal.

⁵ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

B. Proposed Methodology for the Completion of Services

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

C. Qualifications of Key Personnel

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

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

D. Cost Breakdown per Deliverable*

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3		
	Total	100%	

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

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

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				

b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

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

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

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

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

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

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

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

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

13.1 The recipient ("Recipient") of such information shall:

- 13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
- 13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

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

- 13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
- 13.2.2.2 any entity over which the Party exercises effective managerial control; or,
- 13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a

reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

- 13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to

any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

- 16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether

tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 32 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

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

such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

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

Terms of Reference for Consultancy

Update of Low Emission Development Strategy for the Transport Sector 2016 and preparation of roadmap and action plan for implementation.

1. Introduction

The Paris Agreement requires all parties to submit an updated NDC periodically with increasing ambition and in 2020 parties are to submit their updated and enhanced NDCs for the period 2025-2030. The COP26 has been postponed to 2021, however, it is expected that the NDCs would be submitted as per the deadline to the extent possible.

The Kingdom of Bhutan submitted its Intended Nationally Determined Contributions (INDC) that was rated as sufficient towards the Paris Agreement goals in 2015. Bhutan reiterated the pledge to remain carbon neutral that was first made in 2009 at the Copenhagen Climate Summit. Bhutan is now in the process of preparing its second NDC and several rounds of consultations at various levels has been conducted, including a stock take and gap assessment. In the past few years a few sectoral Low Emission Development Strategies (LEDS) including one for the Transport Sector (2016) and other elaboration of climate change actions in the form of programs and projects were also prepared.

The transport sector is a significant source of GHG emissions in Bhutan and also a sector with significant climate change mitigation potential. According to the draft Third National GHG inventory, emissions from the energy sector in Bhutan was 707.9 Gg of CO₂ and accounted for 18.87% of national emissions. Within this sector, the major source of emission is from fuel combustion in transport sector accounting to 60.01% of energy emissions. Several studies on the possibility of Bhutan remaining carbon neutral (NEC & NIES, Draft 2017 and Gomi et.al 2019) identify transport a significant sector for future emissions and mitigation potential. In particular Gomi et. al project that primary energy demand is projected to increase by 5 times by 2050 and is mainly driven by oil for transport with most transport emissions coming from freight and commercial transport.

The LEDS for Transport Sector 2016 identified and prioritized several program/activity interventions across six areas (*mass transit, integration of transport and structural planning, electric/hybrid vehicles, intelligent transport systems, non-motorized transport, and stringent vehicle emission standards*). The strategy also identified institutional roles and responsibilities along with an implementation timeline for the short (up to five years), medium to long term (up to 25 years). Since then, several projects for low emission transport in Bhutan have also been initiated for mass transport (City Bus Services and BRT in Thimphu) to promotion of electric vehicles.

However, during the initial phase of preparing the 2nd NDC for Bhutan in the first half of 2020 it was found that the several activities are being pursued for implementation in the transport sector by various agencies in an almost *ad hoc* manner without a cohesive or comprehensive national approach. Part of the reason for this has been the multitude of players in the sector with overlapping interests and mandates. This has resulted in a gap in identifying clear national actions and targets from the sector in the 2nd NDC despite opportunities for integrated climate change actions. The first phase of the Climate Support program to prepare the 2nd NDC recommended the preparation of a *National Roadmap and Action Plan for Low Carbon Transport and Mobility* to improve the *coherence for enhanced transport and mobility*. Subsequent consultations with the sector re-confirmed the need for a holistic roadmap for transport and mobility, including the need to clarify and strengthen institutional roles to lead the process.

With about 40% of the population of Bhutan living in urban areas and with one of the highest rates of urbanization in Asia and rapid growth in vehicle ownership, there exists numerous opportunities

to improve “sustainable mobility for all”. The current exercise to develop an economic roadmap for Bhutan in the 21st century and the COVID-19 pandemic and plans around the world for recovery and rebuilding economies, also provide opportunities for integrating green and sustainable recovery, build-back better and requirements for social distancing and climate benefits in new public infrastructure investments.

In addition, cross-cutting issues need to be integrated into the LEDS such as integration of gender issues as identified in the report on Gender and Climate Change in Bhutan (2020) where specific recommendations in agriculture, energy (including transport) and waste sectors were identified. Towards this objective of updating the LEDS for Transport Sector 2016 a consultancy will be recruited.

2. Main Task of Consultants

The objective of this consultancy is to update the Low Emission Development Strategy for Transport Sector 2016 including a roadmap and action plan for implementation. The main tasks for the international consultant(s) include:

1. Review and assess the 3rd National GHG Inventory, as a basis for climate change mitigation assessments and projections for the transport sector in Bhutan and provide any recommendations for updates to the inventory and improvements in GHG data collection, tools, and reporting for the transport sector. This review should also look at the separation of international and domestic aviation emissions.

2. Updating the Low Emission Development Strategy for Transport Sector 2016 as a holistic and integrated approach for implementing actions towards sustainable and low emission transport and mobility in Bhutan in the following manner. • The starting point for the document will be the Low Emission Development Strategy for Transport Sector 2016. Developments and updates since 2016, including the draft National Transport Policy, Climate Change Policy of Bhutan, national vehicle emission standards and action plan, ongoing projects for mass transport and electric cars among others plans and programs will be reviewed as a basis for updates.

- Fill any gaps and/or elaborate actions necessary for low emission sustainable transport and mobility. Actions are to be prioritized based on techno-economic feasibility, mitigation potentials and cost benefits analysis.

- Prepare a detailed action plan for implementation in the short, medium- and long-term with clear roles and responsibilities of actors, including the identification on one overall lead agency.

- The minimum elements to be covered in the document is included in Annex I.

3. Conduct a training session on GHG inventory and mitigation assessment for transport and mobility as part of the consultation and sectoral data review process. The sessions may be used as part of online workshops for mitigation assessment and prioritization.

4. Lead consultation workshops with sectoral experts and stakeholders to identify and prioritize mitigation actions and development of an implementation plan.

5. Present finding and drafts to the focal agencies and stakeholders.

3. Timeline and duration.

The engagement will be for 40 days staggered from mid-November 2020 to January 2021 as per the anticipated timeline and workplan below:

Activity	# days (estimate)	Month 1				Month 2				Month 3			
		Wk 1	Wk 2	Wk 3	Wk 4	Wk 1	Wk 2	Wk 3	Wk 4	Wk 1	Wk 2	Wk 3	Wk 4
1 Desk review (relevant national priorities, plans, programs and reports)	5 days	V/D											
2 Inception meeting w/ national stakeholders & submission of inception report	2 day		V/D										
3 Consultations with sector task force and stakeholders & data analysis. (online workshops & meetings - one initial meeting with full team. - meetings with subgroups as necessary - one final meeting with full team)	11 days		V	V	V								
4 Training on GHG inventory & mitigation assessment as part of the consultation and sectoral data review process. (online workshop)	5 days			V/D									
5 Data analysis, review & drafting	11 days												
6 Presentation of draft and review by task force (presentation + follow up)	2 days									V/D			
7 Revision of final draft	3 day												
8 Final draft presentation	1 day											V/D	

V = video conference D = deliverables M = mission (if possible for #3, #4, #6 & #8)

4. Deliverables

a) Inception report detailing methodology and workplan including task assignments to individual experts.

b) Training Report for GHG inventory and mitigation assessment for transport sector.

c) Report on review of the sections relevant for transport sector within the National GHG inventory including recommendations for updates and improvement in data collection and reporting for Monitoring Reporting and Verification (MRV) for the LEDS implementation.

d) Final draft document for the updated *Low Emission Development Strategy for Transport Sector* in Bhutan including *Road Map and Action Plan for Implementation*. See **Annex I** for elements to be included in the document.

5. Institutional Arrangements

a) A *consultancy firm* will be recruited by United Nations Development Program-Bhutan (UNDP) for this task. While it is expected that most of the work for this task will be carried out remotely (home based) due to travel restrictions under the current pandemic the firm shall ensure that at least one expert is based in Bhutan.

b) The consultants will report directly to UNDP and Ministry of Information and Communication (MOIC). UNDP and MOIC shall liaise with the National Environment Commission Secretariat (NECS) for guidance and further endorsement of any document.

c) The *lead consultants* shall lead the development of the document including the training, technical assessments and consultations as described in the above sections and liaise closely with the locally based expert.

d) One *expert* is expected to be located in Bhutan and will function to liaise and coordinate closely with the international consultant(s) to (i) assist and facilitate consultations with key national stakeholders in the country (ii) collect information and documents as necessary and (iii) also review the information and reports prepared by the international consultant(s) to provide proper local and national context and relevance.

6. Duty Station

Given the current restrictions on travel presented by the CoVID-19 Pandemic, it is anticipated that most of the work of the international consultants will be conducted remotely (home based). This working arrangement will include regular video conferencing with lead focal persons from UNDP, NEC and MOIC, the Sectoral Task Force members and other stakeholder representatives. UNDP-Bhutan will arrange and provide online meeting facility through Zoom teleconferencing.

If the situation evolves and so permits, at least one visit to Bhutan may be necessary to validate national and local circumstances and relevance of information and recommendations.

The locally based expert will be stationed in Thimphu, Bhutan

7. Payment Modality

Payment	Milestones & Deliverables
1 st Payment – 20%	Contract signing and inception report submission
2 nd Payment – 30%	GHG inventory and mitigation assessment training workshop completed. Submission of report on training and consultation workshops including recommendations for improvements in data collection.
3 rd payment – 30%	Submission of 2 nd draft report

4th payment – 20%

Submission of final draft document and upon acceptance by UNDP & MOIC

8. Qualifications

The individual expert(s) assigned to the task shall be identified and must meet the following requirements:

- The individual expert(s) assigned to this task will hold an advanced degree in field of transport planning/engineering, environmental/civil engineering, energy systems or related field.
 - The assigned expert(s) must have at least 10 years of working experience on climate change mitigation issues, ideally in developing country and LDC context.
 - At least one of the assigned experts must have at least 10 years of demonstrated experience in sectoral mitigation assessment including in (i) baseline and mitigation scenario development as well as experience in prioritizing mitigation options (ii) measuring and evaluating the impact of mitigation actions on sustainable development and (iii) Sectoral Marginal Abatement Cost Curves (MACCs) that incorporate multi-criteria (cost-benefit) analysis.
 - Demonstrated experience in drafting Low Emission Strategies, particularly for transport and mobility, and preferably in the region.
 - At least one of the experts assigned to the task will be based in Bhutan and should have demonstrated knowledge and experience with transport issues in Bhutan.
 - The experts assigned should have familiarity with international negotiations and processes under the UNECCC and working experience in developing countries.
-
- Strong communication, written and presentation skills in English is a must.

9. Evaluation Criteria for Selection:

The consultant who fulfills the requirements will be assessed based on a combined scoring of:

- Technical evaluation 70%.
- Financial evaluation 30%.

Annex I:

Indicative outline for an updated Low Emission Development Strategy for the Transport Sector

The final document should include at a minimum the following elements:

- a) An Introduction including overview of relevant policies and programs and institutions and rationale.
- b) Mitigation scenarios (BAU and different emission scenarios) for the sector. The methodologies used to project emissions as well as mitigation assessment must be described.
- c) Identified priority actions based on techno-economic feasibility, mitigation potentials and financial costs and benefits. The approach and criteria leading to the selection of actions should be described. The assessment should consider and prioritize actions for sustainable and low emission transport and mobility in Bhutan and should cover a wide range of options. The objective is to provide global and local benefits by:
 - i. reducing GHG emissions, local pollution and congestion
 - ii. providing wider range of options for sustainable mobility for people and goods transport
- d) The roadmap and action plan (including indicative financing requirements for the prioritized mitigation interventions) will build on existing policies and strategies such as the LEDS for Transport Sector 2016, the National Transport Policy, Climate change Policy of Bhutan, Transport 2040 Integrated Strategic Vision, ~~national vehicle emission standards and action plan, relevant ongoing programs and projects, among~~ others. Therefore, the options should fill any gaps and/or elaborate actions necessary for low emission sustainable transport and mobility. Some of the actions to be considered, but not limited to, include:
 - mass transit such as intra and inter-city buses, BRT, rails, trams (with priority for clean energy source)
 - integration of transport and structural planning for mobility and access –
 - electric/hybrid or other zero/low emission vehicles
 - intelligent transport systems for traffic management
 - smart transport and new mobility (ride share, rentals)
 - non-motorized transport (including pedal assist bicycles)
 - stringent vehicle emission standards (type & tailpipe)
 - efficient freight and commercial transport systems
- e). Identify and integrate any potential synergies with:
 - Crosscutting issues and potential for synergies with other sectors and key stakeholder agencies. One of the key sectors is human settlements where the “Comprehensive National Development Plan 2030” has been completed and the LEDS for Human Settlements 2017 (concurrently being revised).
 - Opportunities for integration with any post CoVID-19 recovery programs and the 21st Century Roadmap (being prepared as part of a separate process).

- Synergies with climate resilience and ongoing co-benefits with adaptation programs such as the National Adaptation Plan.
- Integration of findings and recommendations for integration of gender issues as identified in the report on Gender and Climate Change in Bhutan (2020).
- Integration of accessibility for differently abled persons (See the Guidelines for Disabled Friendly Construction 2019, MOWHS)

f) A detailed implementation plan and strategy including, suitable measures for financing (including international), policy measures, further research and capacity building requirements and institutional arrangements. The time frame should cover priority actions in short, medium and long term from 2020-2050.

g) Institutional arrangements for implementation. Identify key agencies and stakeholder agencies and groups, along with issues related to institutional overlaps. Recommend a clear lead agency to lead the implementation of the roadmap and action plan, along with roles and responsibilities for other agencies and stakeholders.