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REQUEST FOR PROPOSAL (RFP)

International Open Bidding	DATE: August 30, 2013
	REFERENCE: RFP/UNDP/INDIA/2013/032

Dear Sir / Madam:

We request you to submit your Proposal for “**Hazard Risk and Vulnerability Analysis (HRVA) of the city of Visakhapatnam (Andhra Pradesh)**” under the “**Climate Risk Management in Urban areas through disaster preparedness and mitigation project supported by the USAID**”.

Please be guided by the form attached hereto as Annex 2 & 3, in preparing your Proposal.

Your proposal comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach on or before **September 14, 2013, 1730 hrs. (IST)** at the address below:

**United Nations Development Programme
55, Lodi Estate, New Delhi – 110 003
Mr. Vineet Mathur
Fax: 91-11-24627612**

If the technical and financial proposals are not submitted in separate sealed envelopes, proposal will be rejected.

Please also provide technical proposal and its annexures (scanned copies in **ONE PDF FILE**) in a CD/DVD; and can be kept in the envelope containing hard copy technical proposal. PLEASE NOTE THAT CD/DVD should not contain Financial Proposal.

Your Proposal must be expressed in English language, and valid for a minimum period of One Hundred and Twenty (120) 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.

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.

Description of Requirements

Context of the Requirement	Climate Risk Management in Urban areas through Disaster Preparedness and Mitigation
Implementing Partner	Ministry of Home Affairs
Brief Description of the Required Services ¹	To conduct Multi -Hazard Risk and Vulnerability Analysis for the City of Visakhapatnam, Andhra Pradesh
List and Description of Expected Outputs to be Delivered	<p>Component 1: Multi-Hazard Mapping and Analysis</p> <p>Component 2: Development of Exposure Database at City level with resolution of ward level</p> <p>Component 3: Vulnerability Assessment (Physical, Economic, Social and Environment)</p> <p>Component 4: Risk Assessment</p> <p>Component 5: Capacity Assessment at community, ward and city levels</p> <p>Component 6: Recommended Actions that can be taken to mitigate multi hazard related risks through City level Disaster Management Plan, sectoral planning and implementation of projects/initiatives at community, ward and city levels.</p>
Person to Supervise the Work/Performance of the Service Provider	Emergency Analyst and Officer-in-Charge, DM Unit, UNDP
Frequency of Reporting	As mentioned below
Progress Reporting Requirements	<ol style="list-style-type: none"> 1. Inception report within one month after award of contract. 2. Presentation of Evidence Based Interim Reports on Component 1, 2 and 3 in a Stakeholder Workshop at the City level after 2 months from the date of award of contract followed by submission of final report to UNDP. 3. Submission of draft reports for Component 4, & 5 to UNDP within 3 months after award of contract followed by submission of final report after incorporation of comments within one month after receipt of comments from UNDP 4. Presentation on key findings and recommendations at City Level Stakeholder Workshop after four months from the date of award of contract and submission of final report within 15 days to UNDP after incorporating comments and suggestions received at the Stakeholder Workshop.
Location of work	<input checked="" type="checkbox"/> Exact Address [Visakhapatnam , Andhra Pradesh] <input checked="" type="checkbox"/> At Contractor's Location
Expected duration of work	Four months

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

Target start date	20 September 2013
Latest completion date	20 January 2014
Travels Expected	The assignment may include travel to the project site to be proposed by the organization/institution in the technical/financial proposal.
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input checked="" type="checkbox"/> Others [Not Applicable]
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input checked="" type="checkbox"/> Others [Not Applicable]
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Currency of Proposal	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Indian Rupees (INR)
Value Added Tax on Price Proposal ²	<input type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted

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

Payment Terms ³	Outputs	Percentage	Timing	Condition for Payment Release
	Submission of Inception report and invoice from the contractor	30%	Within one month after award of contract	After finding the report satisfactory by UNDP
	Submission of final report of Components 1, 2 and 3 to UNDP after presentation in a Stakeholder Workshop at the City level and invoice from the contractor	30%	After 2 month from the date of award of contract	After finding the final reports satisfactory by UNDP
	Submission of final reports of Component 4, & 5 to UNDP and invoice from the contractor	30%	After 3 months from the date of award of contract and submission of final report after incorporation of comments within one month after receipt of comments from UNDP	After finding the final report of components 4 & 5 satisfactory by UNDP and after incorporation of comments by UNDP but not later than one month from the date of receipt of comments from UNDP
	Submission of final report to UNDP and invoice from the contractor	10%	After four months from the date of award of contract and presentation on key findings and recommendations at City Level Stakeholder Workshop to be organized by UNDP	After finding the final report of the entire assignment satisfactory by UNDP and after incorporation of comments of the Stakeholders Workshop but not later than one month from the date of Stakeholders Workshop.
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Emergency Analyst; Programme Officer and Project Officer, UNDP			
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services			

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

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 criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<p>Technical Proposal (70%)</p> <input checked="" type="checkbox"/> Expertise of the Firm [30%] <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan [20%] <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel [20%]
	<p>Financial Proposal (30%)</p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers
Annexes to this RFP ⁴	<input checked="" type="checkbox"/> Form for Submission of Technical Proposal (Annex 2) <input checked="" type="checkbox"/> Form for Submission of Financial Proposal (Annex 3) <input checked="" type="checkbox"/> General Terms and Conditions (Annex 4) ⁵ <input checked="" type="checkbox"/> Detailed TOR (Annex 5)
Contact Person for Inquiries (Written inquiries only) ⁶	<p>Surjit Singh Procurement Unit bids.india@undp.org</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 [pls. specify]	<p>Outer envelope should bear RFP reference number and sender's name and address</p>

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

⁵ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

⁶ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

**FORM FOR SUBMITTING SERVICE PROVIDER'S
TECHNICAL PROPOSAL⁷**

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

[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, contract references;
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

B. Proposed Methodology for the Completion of Services

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

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

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

C. Qualifications of Key Personnel

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

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

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

FORM FOR SUBMITTING SERVICE PROVIDER'S FINANCIAL PROPOSAL

A. Cost Breakdown per Deliverable*

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

*This shall be the basis of the payment tranches

B. 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

“Multi-Hazard Risk and Vulnerability Analysis (HRVA) of the City of Vishakapatnam (Andhra Pradesh)” under the “Climate Risk Management in Urban areas through Disaster Preparedness and Mitigation Project supported by the USAID

I. Background

India has been vulnerable to various natural hazards such as cyclone, drought, earthquake, flood, cold waves, heat waves, landslide and tsunami. The effects of climate change are adding a new and more intractable dimension to the existing risk profile of vulnerable areas. It is believed that climate change will alter the number, severity, frequency and complexity of climate-induced hazards. With this uncertainty, and more importantly, with new areas experiencing extreme events, it becomes critical to adopt an integrated climate risk management approach. Vulnerability to climate change is determined, in large part, by people’s inability to adapt to the impact of the changes. Integration of disaster risk reduction into national and local development policies and plans is considered one of the key processes to promote a sustainable and climate resilient development paradigm. Communities, especially poor women and men, need to be supported in adopting and incorporating risk reduction concerns into their day-to-day lives, livelihoods and occupational patterns.

Urban Growth in India

India has experienced exponential urban growth in the last few decades. The urban population of India has grown from 285 million in 2001 to 377 million in 2011, which is likely to touch 533 million by 2025. The pattern of urbanization in India is characterized by continuous concentration of population and activities in large cities. This is manifested in a high percentage of urban population being concentrated in class I cities (cities with more than 100,000 population). According to 2011 Census, there are 468 Class 1 cities, whereas in 2001 there were 399 such cities. 70% of the urban population in India now resides in Class 1 cities.

The National DM Act (2005), the National DM Policy (2009) as well as the 11th Five Year Plan and the approach paper for the 12th Five Year Plan have recognized community based DRM as highly relevant in reducing vulnerabilities of communities against disaster and enabling local level disaster preparedness. In this context, local level preparedness, early warning systems, building community capacity through awareness generation, simulations, mock drills and training for various first response functions such as search and rescue and first aid are extremely important. In view of the climate variability and changes, it is also important to capture the hazard risk being influenced by these changes, especially in the context of hydro-met hazards and factor these in the Risk reduction strategies.

The ongoing Government of India-UNDP Disaster Risk Reduction (DRR) Programme, monitored by the Ministry of Home Affairs (MHA), aims to strengthen the institutional structures to undertake disaster risk reduction activities at various levels, and develop preparedness for recovery. The USAID-UNDP Climate Risk Management in Urban areas through Disaster Preparedness and Mitigation Project aims to (a) Reduce disaster risk in urban areas by enhancing institutional capacities to integrate climate risk reduction measures in development programmes as well as to undertake mitigation activities based on scientific analyses; and (b) Enhance community capacities to manage Climate risk in Urban areas by enhancing the preparedness. The geographical focus of the project covers eight multi-hazard cities in the country.

One of the key activities under the project is to conduct hazard risk and vulnerability assessments through an interactive and participatory process in one of the select cities of Vishakhapatnam out of the total eight cities under the project. While doing vulnerability analysis adequate focus will be given on

climate related hazards. The capacity for applying the methodology and collecting, analyzing and validating data for risk and vulnerability will be developed. If required expert agencies will be engaged to conduct the study with due ownership of the local government. Consultations will be held with District level nodal departments, urban local body officials and other relevant stakeholders. The assessment reports and outputs will be discussed, validated through stakeholder's consultative process, published and disseminated. The findings of the risk and vulnerability assessments will be further referred to devise mitigation, preparedness plans as well as recovery strategies both for reducing disaster risks and impact of climate variability.

The proposed HRVA will be integrated with the results emanating from the other activities such as training of communities in the selected wards to respond to disasters; preparation of action plans to strengthen Early Warning Systems in the selected cities based on analytical studies; sectoral plans in each of the eight cities to mainstream DRR and Climate Change Adaptation in development programmes; and Knowledge Management

These would further help to understand the scope to mainstream Climate Change Adaptation (CCA) and Disaster Risk Reduction (DRR) concerns in state, district and city level plans.

For more information on the project click here: <http://www.in.undp.org/>

II. Study Objectives

Objective: The main objective of the proposed multi-hazard risk and vulnerability analysis exercise is to assess the extent of risk and the vulnerabilities at the city level, i.e. Visakhapatnam City. The outcome of the exercise is expected to help identify a set of structural and non-structural steps that UNDP, City Administration and other stakeholders can take to mitigate the risks posed by various hazards. The scope of the exercise also includes the projected climate change scenarios (short term, medium term and long term) taking into account the past trends so that the recommended solutions and actions could be linked with the DM policy, sectoral planning and implementation of multi-hazard risk mitigation initiatives at community, ward and city levels.

Component 1: Multi Hazard Mapping and Analysis

- To identify and review relevant data sources to be used for conducting the hazard assessment in the study area, viz. all existing hazard maps of the study area, previous assessments i.e. research publications, local knowledge, socio-economic databases and survey materials that are already available.
- To visualize and establish climate change hazard scenarios (short term, medium term and long term) for the region based upon historical information on all major hazard events over the past 100 years, in terms of its nature, geographical distribution, severity and frequency.
- To incorporate data from satellite imagery, aerial photographs and use GIS & other IT methods to clearly represent the consolidated data collected and show the results based upon analysis of various scenarios. In addition, incorporate information available with National and State Government agencies/other organizations.
- To provide adequate scientific analysis in respect of causation, frequency and magnitude while establishing their probabilities by using models.

Component 2: Development of Exposure Database at City level with resolution of ward level

- To develop the exposure database at City level.
- To remove erroneous errors from data and to present accuracy analysis

Component 3: Vulnerability Assessment (Physical, Economic, Social and Environment)

- To conduct field assessment of physical vulnerability, which should include house types, critical

infrastructure and lifelines (such as roads, power, communication, drainage and water supply system), and essential facilities such as schools, hospitals, and public buildings from the structural point of view. The structural analysis data should be further correlated with the level of compliance with the building regulations, which shall be covered by field survey/visits. A proper sampling method should be adopted before conducting the field survey.

- To conduct detailed assessment of economic vulnerability at the City level: This will include assessment of disaster impact on business, industries, residential, commercial, roads, handicrafts, and other sources of livelihoods in statistical and analytical terms. The assessment should also look at the impact on economy due to in and out migration in a city as a consequence of disaster within or outside city boundaries. The informal sector within the city should also be studied. The informal sector within the city should also be studied. New economic developments in the city, for example, growth of tourism, industries, and service sector, and its implications for natural resources and environment.
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- To conduct detailed social vulnerability assessment: This will include the study of the population profile of the city, identification of the vulnerable groups and their level of access to basic services and livelihood. The assessment should also include vulnerabilities associated with gender, weaker sections, infants, children and the elderly, single parent families, women, widows, mentally and physically handicapped people, sick people, and other poor communities.
- To capture environmental vulnerabilities in the region and especially of the city. The implications of the population density for natural resources within the city limited, eg. availability of land, water, and tree cover.

Component 4: Risk Assessment

- To identify potential risk based on climate change especially related to health sector.
- To estimate economic/financial loss and damage; e.g. scenarios for loss to various categories/types of buildings, residential, industry, commercial, shelter, infrastructure and other facilities. To correlated loss and damage data with the recent events
- To identify high risk areas
- To develop a Risk Matrix
- To generate the mortality and injury scenarios including projections of potential losses to various sectors in different hazard zones.
- To estimate response and rehabilitation needs particularly focusing on people needing food, shelter, rescue/evacuation and first aid etc.
- To develop the risk atlas

Component 5: Capacity Assessment at community, ward and city levels

- Capture the capacities of existing government institutions, emergency service providers and social institutions at wards and city levels to manage risks.

Component 6: Recommended Actions that can be taken to incorporate multi-hazard related risks in DRR policy, sectoral planning and implementation for multi hazard risk mitigation initiatives at community, wards and city levels

III. Schedules of Deliverables

A detailed plan of work detailing the activities and timing, methodology, key information sources to be used, and institutions/organizations to be consulted in undertaking the task should be provided upon signing of the contract. This will be discussed and approved prior to the start of the work.

The following deliverables should be submitted while conducting the study:

1. Inception report within one month after award of contract.
2. Presentation of Evidence Based Interim Reports on Component 1, 2 and 3 in a Stakeholder Workshop at the City level after 1.5 months from the date of award of contract and finalization and submission of final report to UNDP for formal submission to the City/State Administration.
3. Submission of draft reports for Component 4, & 5 to UNDP within 3 months after award of contract and submission of final report after incorporation of comments within one month after submission of draft report to UNDP
4. Presentation on key findings and recommendations at City Level Stakeholder Workshop after four months from the date of award of contract and presentation on key findings and recommendations at City Level Stakeholder Workshop to be organized by UNDP and submission of final report within 15 days to UNDP after incorporating comments and suggestions received at the Stakeholder Workshop.

All the deliverables (after incorporation of comments, suggestions etc. from review committee) should be submitted by the selected agency/ institution in soft copy (including, copies of GIS based maps in reproducible formats (ESRI GRID, ESRI Shape files, KML, DBF etc) in addition to the hard copies (Numbers -10).

IV. Impact of Results

The above Multi-Hazard Risk and Vulnerability Analysis and climate change risk concerns are expected to serve as a guide and to help the State and City level Administration in gaining better understanding of the multi hazards and the vulnerabilities faced by the City of Visakhapatnam. It is expected that with the enhanced understanding, necessary steps would be taken by them to incorporate multi-hazard related risks in DRR policy, sectoral planning and implementation for risk mitigation at community, ward and city levels.

VI. Final Product

- HRVA report and Risk Atlas; City specific guidelines

VII. Location

- City of Visakhapatnam , Andhra Pradesh

VIII. Competencies

- Extensive experience in conducting Multi-Hazard Risk and Vulnerability Analysis at National, State, City and Ward levels.
- Extensive experience in conducting climate change risk assessment
- Competent subject experts (Urban risk analysis and modeling, DRR, Climate change, Spatial Analysis, Remote Sensing, urban water supply and sanitation,)
- Previous experience with a UN agency is an asset.
- Competent GIS and IT resources
- Familiarity with internationally used tools and practices in conducting multi-hazard risk and vulnerability analysis