



REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: September 12, 2017
	REFERENCE: UNDP/RFP/16/2017

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Provide technical support to Dharan, Chautara and Butwal Municipalities for the implementation of National Building Code through electronic building permit system (e-BPS)**. The detailed Terms of Reference (ToR) is attached as Annex 4.

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

Proposals may be submitted on or before **5:00PM Tuesday, September 26, 2017**, by hand delivery/courier mail to the address below:

United Nations Development Programme
UNDP/RFP/16/2017
UNDP Registry, UN House,
Pulchowk, Lalitpur, Nepal.

Your Proposal must be expressed in the English language, and valid for a minimum period of 90 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/procurement/protest.shtml>.

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,



Deepak Shrestha
Procurement Analyst
9/12/2017

Description of Requirements

Context of the Requirement	<p>Although the regions affected most by the 2015 disaster were essentially rural, the Kathmandu Valley – Nepal’s capital region and largest urban conglomeration – witnessed about 1700 casualties, 13,000 injuries, and 724,00 collapsed houses within its three districts. Because of high population density and concentration of economic activities, municipalities in Nepal, which now number over 200, are always vulnerable to natural disasters, particularly earthquakes. Nepal remains a country at high risk to earthquakes and with studies portending a major tremor due in other regions of the country, safer construction initiatives need to extend to all municipalities in a phased manner.</p> <p>The Government of Nepal has mandated all municipalities to implement building code, which is the only instrument to ensure structural safety of constructions. A municipality as the local government implements the building code through its building permit system, to permit any construction. UNDP is a pioneer in Nepal for establishing electronic building permit system, that is a web based application suite to improve the current building permit process and make it transparent thereby making the local government more accountable and efficient.</p> <p>A properly designed e-BPS not only compensates for the shortage of skilled human resources currently faced by municipalities but also promotes transparency and accountability in the issuance of NBC-compliant building permits and completion certificates. A centralized e-BPS could be established using a single server – cutting down costs significantly – with customizable features for individual municipalities to implement building codes incorporating building byelaws which would be different from one municipality to another.</p> <p>It has been in operation in three municipalities within Kathmandu Valley and there has been growing demand from other municipalities. Hence, 3 selected municipalities will be supported to graduate from manual to electronic building permit system. On the request of Chautara, Dharan and Butwal municipalities, CDRMP is now going to provide technical support to establish e-BPS as a part of the e-BPS framework.</p> <p>During the establishment and implementation of e-BPS, the database will be updated as and when the new buildings get built following the building code through the electronic-building permit system. The project generated information of risk (damage pattern, building typology and locational factor) will enhance existing building permit system to ensure safety of the building. As municipalities upscale the digital inventory to cover the jurisdiction, linkage with the building permit system will ensure</p>
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	that the database is dynamically updated to present current levels of risk and guide actions.
Implementing Partner of UNDP	N/A
Brief Description of the Required Services ¹	Provide technical support to Dharan, Chautara and Butwal Municipalities for the implementation of National Building Code through electronic building permit system (e-BPS)
List and Description of Expected Outputs to be Delivered	<p>The objectives of the assignment are as follows:</p> <ul style="list-style-type: none"> ▪ To assess current building permit processing system and requirements in 3 project Municipalities for establishing e-BPS. ▪ To develop customized software for managing NBC and bye-laws compliant e-BPS under cloud-based system, and implement the e-BPS in 3 project Municipalities. ▪ To provide hands-on trainings on the e-BPS software to municipal officials from or recommended by project municipalities. ▪ To integrate the inferences/risk information generated by the analysis of the 2015 earthquake damage assessment data and study of the pocket areas of the 3 project municipalities through the project in the eBPS. ▪ Ensure close coordination with the municipalities and other team members/ GIS expert/institutions engaged in the project to achieve the goal.
Person to Supervise the Work/Performance of the Service Provider	The National Project Manager, CDRMP
Frequency of Reporting	<i>As per the ToR</i>
Progress Reporting Requirements	As per the ToR
Location of work	<input checked="" type="checkbox"/> 3 Municipalities (Chautara, Dharan and Butwal) in Nepal
Expected duration of work	4 months
Target start date	October 2017
Latest completion date	January 2018
Travels Expected	As specified in the ToR
Special Security Requirements	<input checked="" type="checkbox"/> Others: Not Applicable

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.

Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> Others: Not Applicable
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required
Company Registration Certificate	<input checked="" type="checkbox"/> Required
Company Profile	<input checked="" type="checkbox"/> Required
Latest Tax Clearance Certificate	<input checked="" type="checkbox"/> Required
VAT/PAN Registration	<input checked="" type="checkbox"/> Required (in case of the companies and firms)
List of projects completed for the last two years (please indicate name of the client with detailed contract address, contract value and duration)	<input checked="" type="checkbox"/> Required
Client certificates from minimum 2 clients for satisfactory performance of similar contracts	<input checked="" type="checkbox"/> Required
Names and curriculum vitae of the proposed personnel (Team Leader/System Analyst, Urban Planner, Civil/Building Engineer, Database Management System Expert, Programmers-3)	<input checked="" type="checkbox"/> Required
Currency of Proposal	<input checked="" type="checkbox"/> Local Currency: Nepalese Rupees (NPR.)
Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for	<input checked="" type="checkbox"/> 90 days

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

the last day of submission of quotes)	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 ³	Outputs	Percentage	Timing	Condition for Payment Release
	Assessment report on current status in 3 project municipalities	20%	End of 1st month	Within thirty (30) days from the date of meeting the following conditions: a) UNDP’s written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.
	Progress report on system customization	30%	End of 3rd month	
	Training Manual and full report on hands-on trainings	20 %	End of 4th month	
	Final version of customized e-BPS software and Final version of the operation manual of the e-BPS software, including program code and access codes	30%	End of 4th month	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	The National Project Manager, CDRMP			
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <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.

⁴ Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$100,000.00.

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 – 700 points (70%)</p> <input checked="" type="checkbox"/> Expertise of the Firm - 210 points (30%) <input checked="" type="checkbox"/> Proposed Workplan and Approach - 350 points (50%) <input checked="" type="checkbox"/> Personnel- 140 points (20%)
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP ⁵	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3)⁶ <input checked="" type="checkbox"/> Detailed TOR – Annex 4 <p><i>[pls. specify]</i></p>

⁵ Where the information is available in the web, a URL for the information may simply be provided.

⁶ 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.

⁷ A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

<p>Contact Person for Inquiries (Written inquiries only)⁸</p>	<p><i>Procurement Unit</i> <i>UNDP Nepal</i> <i>Email: query.procurement.np@undp.org</i></p> <p>Written inquiries must be submitted mentioning RFP Ref: UNDP/RFP/16/2017 (UG), on or before 5:00PM, 18 September 2017. UNDP shall respond to the inquiries through a bulletin posted in UNDP Website: http://www.np.undp.org/content/nepal/en/home/operations/procurement.html. Inquiries received after the above date and time shall not be entertained.</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>
<p>Other Information [pls. specify]</p>	<p>The Financial evaluation will be carried out only for the technically qualified submission that pass the minimum technical score of 70% (490 points) of the obtainable score of 700 points in the evaluation of the technical proposals.</p> <p>The Financial Proposal and the Technical Proposal Envelopes <u>MUST BE COMPLETELY SEPARATE</u> and <u>each of them must be submitted sealed individually</u> and clearly marked on the outside and as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope MUST clearly indicate the name of the Proposer. Failing to submit the Technical and Financial Proposals in separately sealed envelopes will be treated as non-responsive.</p> <p>The outer envelope shall be</p> <p>Addressed to:</p> <p>Assistant Country Director (Operations) United Nations Development Programme UN House, Pulchowk Lalitpur, Nepal</p> <p>Marked with: UNDP/RFP/16/2017 - Provide technical support to Dharan, Chautara and Butwal Municipalities for the implementation of National Building Code through electronic building permit system (e-BPS)</p>

⁸ 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.

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1	Expertise of firm/Organization submitting proposal	30%	210
2	Proposed Work Plan and Approach	50%	350
3	Personnel	20%	140
			700

I. Expertise of firm / organisation submitting proposal (Points obtainable 300 Points)	
1.1 Reputation of Organisation and Staff (Competence / Reliability)	35
1.2 Litigation and Arbitration history	10
1.3 General Organisational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organisation, strength of project management support e.g. project financing capacity and project management controls)	35
1.4 Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills.	10
1.5 Quality assurance procedures, warranty	22
Sub total (1.1 to 1.5)	112
1.6 Relevance of: (Points - 137)	
- Specialised Knowledge	39
- Experience on Similar Programme / Projects	39
- Experience on Projects in the Region	10
- Work for UNDP/ major multilateral/ or bilateral programmes	10
Sub Total for 1.6	98
Total for Expertise of firm / organisation submitting proposal (I)	210
II. Proposed Work Plan and Approach (Points obtainable 500 Points)	
2.1 To what degree does the Offeror understand the task?	63
2.2 Have the important aspects of the task been addressed in sufficient detail?	35
2.3 Are the different components of the project adequately weighted relative to one another?	21
2.4 Is there evidence that the proposal has been prepared based on an in-depth understanding and prior knowledge of the project environment?	35
2.5 Is the conceptual framework adopted appropriate for the task?	56
2.6 Is the scope of task well defined and does it correspond to the TOR?	70
2.7 Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	70
Total for Proposed Work Plan and Approach (II)	350

III. Personnel (Points obtainable 140 Points)	
Team Leader / System Analyst	40
Qualification	10
Professional working experience	20
Geographic experience	5
Language	5
Urban Planner	30
Qualification	7
Professional working experience	15
Geographic experience	5
Language	3
Civil/ Building Engineer	30
Qualification	7
Professional working experience	15
Geographic experience	5
Language	3
Database Management System Expert	20
Qualification	5
Professional working experience	10
Geographic experience	3
Language	2
Programmer	20
Qualification	5
Professional working experience	10
Geographic experience	3
Language	2
Total for Personnel (III)	140
Grand Total (I+II+III)	700

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁹

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹⁰)

[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, Latest 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.*

⁹ This serves as a guide to the Service Provider in preparing the Proposal.

¹⁰ 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 (Weight for payment)	Price <i>(Lump Sum, All Inclusive)</i>
1	Assessment report on current status in 3 project municipalities	20%	
2	Progress report on system customization	30%	
3	Training Manual and full report on hands-on trainings	20%	
4	Final version of customized e-BPS software and Final version of the operation manual of the e-BPS software, including program code and access codes	30%	
	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				
a. Team Leader / System Analyst		4 months	1	
b. Urban Planner		4 months	1	
c. Civil/ Building Engineer		4 months	1	
d. Database Management System Expert		4 months	1	
e. Programmers		4 months	3	
II. Out of Pocket Expenses (please select only the applicable items)				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
III. Other Related Costs (please specify)				
Total				
13% VAT (if applicable)				
TOTAL WITH VAT				

*[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.

UNITED NATIONS DEVELOPMENT PROGRAMME
Comprehensive Disaster Risk Management Programme (CDRMP)

Terms of Reference

to

Provide technical support to Dharan, Chautara and Butwal Municipalities for the implementation of National Building Code through electronic building permit system (e-BPS)

Duration:	4 months (September – December 2017)
Contract Modality:	Contractual services
Project Title:	UNDP's Comprehensive Disaster Risk Management Programme
Location, Country:	3 Municipalities (Chautara, Dharan and Butwal) in Nepal
Expected starting date:	October 2017

1. Background

The Comprehensive Disaster Risk Management Programme (CDRMP) is formulated as part of the Strategic Partnership Framework signed between the UNDP's Bureau for Crisis Prevention and Recovery (BCPR) and UNDP Nepal, and in accordance with the Nepal Risk Reduction Consortium (NRRC). The CDRMP aims to strengthen the institutional and legislative aspects of disaster risk management (DRM) in Nepal by building capacities of Ministry of Home Affairs, other ministries, and local governments through intervention in the area of building code compliance, risk sensitive land use planning, safer construction practices, climate risk management, community-based DRM, and emergency preparedness and response. The CDRMP also aims to establish strategic linkages between DRM and development sectors, integrating gender equality, women empowerment and social inclusion to ensure sustainable DRM, and building partnerships with government, NGOs, international agencies, and academic institutions to expand knowledge base of DRM in Nepal.

The CDRMP promotes safer building construction in Nepal by facilitating implementation of National Building Code (NBC) and Risk Sensitive Land Use Plan (RSLUP). Prior to the April 2015 Earthquake, the CDRMP supported three municipalities (Kirtipur Municipality, Bhaktapur Municipality, and Madhyapur Thimi Municipality) and six erstwhile VDCs (now incorporated into municipalities, namely Anantalingeshwor Municipality, Mahalaxmi Municipality, Tokha Municipality, Gokarneshwor Municipality, and Budanilkantha Municipality) in the Kathmandu Valley in installing NBC- compliant building permit system (BPS), capacitating the local bodies to promote NBC implementation, and supporting the supply of skilled and trained persons for safer building construction.

Likewise, electronic Building Permit System (e-BPS) established in Kathmandu Metropolitan City (KMC), Lalitpur Metropolitan City (LMC) and Kirtipur Municipality has been a significant achievement toward an improved governance system vis-à-vis safer building construction. e-BPS is in full function in these three municipalities. Furthermore, the recently prepared Kathmandu Valley Risk Sensitive Land Use Plan is expected to be instrumental in promoting risk sensitive development in the overall Valley.

In the post-earthquake context, CDRMP extended the scope of support towards the earthquake affected districts outside Kathmandu Valley. Many of the municipalities in the affected districts outside the Valley are newly formed, and need capacity development support to facilitate safer building construction as well as safer re-building/development of the township after the devastating earthquake. UNDP through its CDRMP is collaborating with some of these municipalities on technical guidance and support to promote safer building construction. During the period of Jan 2016 to Mar 2017, CDRMP supported three municipalities namely Chautara and Melamchi of Sindhupalchowk and Panchkhal of Kavre district by establishing NBC unit, construction of Technology Demonstration Centers, trained human resources and awareness raising of house-owners on safer reconstruction. Now, UNDP through CDRMP is going to support Dharan municipality of Sunsari, Chautar municipality of Sindhupalchowk and Butwal municipality of Rupandehi districts especially with eBPS set up and functioning. These activities will contribute to overall earthquake recovery and long term safer building construction effort in the affected municipalities.

2. Context

Although the regions affected most by the 2015 disaster were essentially rural, the Kathmandu Valley – Nepal's capital region and largest urban conglomeration – witnessed about 1700 casualties, 13,000 injuries, and 724,00 collapsed houses within its three districts. Because of high population density and concentration of economic activities, municipalities in Nepal, which now number over 200, are always vulnerable to natural disasters, particularly earthquakes. Nepal remains a country at high risk to earthquakes and with studies portending a major tremor due in other regions of the country, safer construction initiatives need to extend to all municipalities in a phased manner.

The Government of Nepal has mandated all municipalities to implement building code, which is the only instrument to ensure structural safety of constructions. A municipality as the local government implements the building code through its building permit system, to permit any construction. UNDP is a pioneer in Nepal for establishing electronic building permit system, that is a web based application suite to improve the current building permit process and make it transparent thereby making the local government more accountable and efficient.

A properly designed e-BPS not only compensates for the shortage of skilled human resources currently faced by municipalities but also promotes transparency and accountability in the issuance of NBC-compliant building permits and completion certificates. A centralized e-BPS could be established using a single server – cutting down costs significantly – with customizable features for individual municipalities to implement building codes incorporating building byelaws which would be different from one municipality to another.

It has been in operation in three municipalities within Kathmandu Valley and there has been growing demand from other municipalities. Hence, 3 selected municipalities will be supported to graduate from manual to electronic building permit system. On the request of Chautara, Dharan and Butwal municipalities, CDRMP is now going to provide technical support to establish e-BPS as a part of the e-BPS framework.

During the establishment and implementation of e-BPS, the database will be updated as and when the new buildings get built following the building code through the electronic-building permit system. The project generated information of risk (damage pattern, building typology and locational factor) will enhance existing building permit system to ensure safety of the building. As municipalities upscale the

digital inventory to cover the jurisdiction, linkage with the building permit system will ensure that the database is dynamically updated to present current levels of risk and guide actions.

3. Objective

The objectives of the assignment are as follows:

- To assess current building permit processing system and requirements in 3 project Municipalities for establishing e-BPS.
- To develop customized software for managing NBC and bye-laws compliant e-BPS under cloud-based system, and implement the e-BPS in 3 project Municipalities.
- To provide hands-on trainings on the e-BPS software to municipal officials from or recommended by project municipalities.
- To integrate the inferences/risk information generated by the analysis of the 2015 earthquake damage assessment data and study of the pocket areas of the 3 project municipalities through the project in the eBPS.
- Ensure close coordination with the municipalities and other team members/ GIS expert/institutions engaged in the project to achieve the goal.

4. Scope of Work

The major task of the proposed activity will be to develop and implement customized software applications for the management of building drawings submitted for municipal permission to construct buildings, including automation of the process of building drawing approval, digital archiving of building drawings and maps, verification for adherence to NBC and building bylaws. The system design, development, installation, pilot testing and implementation should be undertaken by the service provider. These components are to be developed as a turnkey project.

The scope of work under the assignment includes, but not limited to, as follows:

- A. Assessment of Current Situations:** Team comprising of Team Leader / System Analyst, IT infrastructure Specialist, Bylaws Expert will analyze the system requirements including information, changes and updates in municipal specific bylaws, building permit processing system, permit fee processing system, requirements and updates required for permit certificates at different stages, requirements for municipalities' web portal, IT infrastructure requirements for implementation of e-BPS, etc.
- B. Development of e-BPS Software:** The scope of work under development of customized software includes the following:
 - 1. Customization of current web portal to update municipality specific content, color, logo, etc. Digitizing the registration of current and new designers and masons and migrating this information to the newly developed web portal.
 - 2. Integrate key technical learning from e-BPS implementation by KMC, LMC and Kirtipur Municipality ensuring any emerging needs are included during the customization.
 - 3. Server configuration and management for establishment of e-BPS for 3 project municipalities, including setting up IP, URL along with SSL and other configuration management.

4. System analysis, design and development of software system with the following features/capabilities:
 - i. Capable of storing and retrieving and management of electronic AutoCAD or other image and PDF formats of building drawings.
 - ii. User interface including checklist of building codes and bylaws, and assessment of compliance for individual buildings (already built and newly designed).
 - iii. Integration with Municipal GIS metric addressing system and revenue sections.
 - iv. Compatible with scanner hardware and provision of scanning maps/documents within the software.
 - v. Querying, reporting and printing function including issuance of digital building permit certificates as per the completed phases of construction.
 - vi. Provide IT support in collection of building inventory of 1500 HHs.
 - vii. Integration of risk information generated to analysis of existing housing stock in the respective municipalities to create dynamic database system.
 - viii. Sms module to share updates on processing of application.
5. Installation, testing, data entry and operationalization of the system.

C. Hands-on Training: The service provider should provide hands-on trainings to the municipal officials to operate e-BPS. The service provider should deliver 1 formal session orientation in each municipality on the e-BPS software, to at least 20 participants (engineers, municipal staff, and others as appropriate) from or recommended by project municipalities. The tentative contents of the training are as follows:

NBC and building bylaws	<ul style="list-style-type: none"> ▪ Overview of NBC standards ▪ Overview of municipal building bylaws ▪ Integration of NBC and building bylaws in e-BPS
e-BPS software	<ul style="list-style-type: none"> ▪ Data entry, management and archiving methods ▪ Verification checklist for compliance of NBC ▪ Verification checklist for compliance of bylaws ▪ Authorization of building permit ▪ Issuance of phase-wise certificates ▪ Troubleshooting

5. Time Schedule

The duration of assignment is 4 months. The activities are expected to be executed as follows:

SN	TASK	Count of Month			
		1	2	3	4
1	Analysis of current building permit processing system and requirements for 3 project Municipalities				
2	Customization of Web Portal for 3 project Municipalities				
3	System Configuration & Setup				
4	System Customization:				
4.1	Customization and Updating of Bylaws Module				

4.2	Customization and Updating of permit fee calculating Module				
4.3	Customization and Updating of Certificate Module				
5	HR Training				
6	Manuals				
7	Launching				

6. Deliverables and Payment Schedule

A. e-BPS in 3 project municipalities

1. Assessment report on the current building permit processing system and requirements in 3 project municipalities.
2. Final version of customized software for managing NBC-compliant e-BPS in 3 municipalities under cloud based system.
3. Report on providing hands-on and formal session trainings on the e-BPS software to engineers, municipal staff, and others as appropriate, from or recommended by 3 project municipalities in one session.
4. Final version of the operation manual of the e-BPS including program code.

The timelines and payment schedule are as follows:

SN	Deliverables	Deadline	Payment Schedule
1	Assessment report on current status in 3 project municipalities	End of 1 st month	20%
2	Progress report on system customization	End of 3 rd month	30 %
3	Training Manual and full report on hands-on trainings	End of 4 th month	20 %
4	Final version of customized e-BPS software and Final version of the operation manual of the e-BPS software, including program code and access codes	End of 4 th month	30%

Note: Payments are made against final deliverables after incorporation of feedback on the respective drafts.

7. Qualification of the Service Provider

- Technical, research, education and training institutes, academia, NGOs, private consultancy firms that are legally registered at national levels are eligible to submit offers
- At least 5 years of past experience of computer application and software development for automation of service delivery of Government and Local bodies. Experience of developing Municipal Information System (MIS) will be an added advantage

- Excellent and proven track record of previous partnership preferably with Government of Nepal (and its affiliated organizations and agencies) or elsewhere in Urban mapping, GIS, Office automation and e- governance
- Sufficient human and technical resources with relevant education and experience in developing software and imparting trainings.

8. Professional Staff and Qualifications for the work

Experts and Assistants	Qualification
Team Leader/ System Analyst	Master's degree in computer science / information technology / or related field with minimum 10 years of experience in preparation of software development and system analysis for automation of service delivery of Government and Local bodies. Expertise in Municipal Information System (MIS) will be an advantage
Urban Planner	Master's degree in urban planning with minimum 5 years of experience in municipal/ urban management
Civil/ Building Engineer	Bachelor's degree in civil engineering or architecture with minimum 3 years of experience in building construction. Familiarity with building code and municipal building byelaws required.
Database Management System Expert	Master's degree in computer science / information technology or related field with minimum 3 years of experience in database management system
Programmers: 3 nos.	Must have Bachelor's degree in computer science / information technology with minimum 2 years of relevant experience in programming

9. Management Arrangements and Reporting Requirements

- The service provider (SP) will work in consultation with the CDRMP team under the overall guidance of Programme Manager and supervision of Senior Project Officer, NBC- RSLUP, and update progress on regular basis. Monitoring & Evaluation (M&E) will be conducted regularly by the UNDP.
- The service provider (SP) should work in close coordination with the other team members/experts/service providers of the project to achieve the goal of the project.
- The Consultant should ensure that there will be no changes in either the technicality or the timing of key deliverables. In any unavoidable circumstances, the Consultant should inform the situation so that right decisions can be taken on time. The Consultant should bear equal responsibility for monitoring of tasks under this assignment, focusing on the collection of views, experiences on application, and feedback from the stakeholders. Feedback from the stakeholders and the CDRMP team should be incorporated into the revision of the deliverables.

- The SP will provide Monthly progress updates on the planned activities along with major challenges/risks and will provide technical reports of each activity and areas of activities in three working weeks upon completion date of the activity (ies).
- The SP will also submit a compiled report with executive summary (not more than four pages) on all provided services including analysis of lessons learned and recommendations for next courses of the programme in consultation with concerned stakeholders. The required logistics for conducting workshops, consultations and trainings will be supported by UNDP/CDRMP office.

10. Ownership and Intellectual Property

Upon payment of the contract UNDP-CDRMP and consultant agree on, the UNDP-CDRMP shall acquire ownership of all assigned deliverables in their tangible form (hard and soft copies) and the right to use them as deemed fit. The deliverables may thus not be published or used without the expressed permission of the UNDP/CDRMP.

