



## RE-INVITATION OF REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: October 10, 2017
	REFERENCE: UNDP/RFP/17/2017 (RE-BID)

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Providing support to Social Behavior Research on Retrofitting of Private Houses in Nepal**. 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 Wednesday, October 18, 2017**, by hand delivery/courier mail to the address below:

**United Nations Development Programme**  
**UNDP/RFP/17/2017 (RE-BID)**  
**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.

**Bidders who submitted proposals in the original Request for Proposal closed on 26 September 2017 are not required to re-submit again. The proposals received earlier in the original Request for Proposal are kept unopened and shall remain valid for this re-invitation of proposal also.**

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](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  
10/10/2017

## Description of Requirements

Context of the Requirement	<p>The Comprehensive Disaster Risk Management Programme (CDRMP) has been 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 programme aims to strengthen the institutional and legislative aspects of disaster risk management (DRM) in Nepal, by building the capacities of Ministry of Home Affairs, other ministries, and local governments. The CDRMP will also establish strategic linkages between DRM and development sectors. The programme's intervention in the area of building code, risk sensitive land use plan, safer construction practices, climate risk management, community-based disaster risk management, and emergency preparedness and response will strengthen the overall system of DRM in Nepal.</p> <p>Recently, UNDP-Nepal is piloting a project, under iData Studio funded by UNDP Regional Hub. In this project, UNDP will collaborate with experts and esteemed organizations to analyse the available damage assessment data of the residential houses, surveyed after 2015 earthquake across 31 affected districts that will be overlaid with topography/slope and soil substructure map to correlate damage of houses with respect to building typologies and geographical locations. It will generate models depicting vulnerability of various building typologies, with gradation of risk of collapsed houses and facilitate action by engaging decision makers at national (and local) levels in piloting solutions to reduce risk in 3 municipalities, who will be further supported to establish electronic system to ensure risk informed building permit process. As part of this initiative, project will conduct a research to find out behavior of house-owners and concerned stakeholders towards retrofitting.</p>
Implementing Partner of UNDP	N/A
Brief Description of the Required Services <sup>1</sup>	Providing support to Social Behavior Research on Retrofitting of Private Houses in Nepal
List and Description of Expected Outputs to be Delivered	<p>The key expected output of the task is:</p> <ul style="list-style-type: none"> <li>• Study conducted to understand the behavioral challenges and various socio-economic factors that restrain people to take actions that would help them reduce their risk to possible hazards.</li> <li>• Necessary actions and interventions understood that could be undertaken by the decision/policy makers, the pressure points that</li> </ul>

<sup>1</sup> 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.

	<p>triggers behavioral change, which will help sustain action in the longer run.</p> <ul style="list-style-type: none"> <li>• The factors and issues understood that hinders policy/decision makers to undertake actions as well as understand institutional/structural impediments that limit or delay or encourage the actions.</li> <li>• A series of workshops will be conducted with engagement of the local level government officials and community members to support/ease project implementation.</li> <li>• Also, community level meetings will be conducted at local level to orient communities and collect data, while municipal level consultations/workshops will be conducted to gather data as part of the social behavior research, to disseminate study results and formulate action plans.</li> <li>• Social mobilizer will be stationed in 3 municipalities to support community mobilization and provide necessary support in project implementation</li> </ul>
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"/> <b>At Contractor's Location based in Kathmandu</b>
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"/> <b>Others: Not Applicable</b>
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> <b>Others: Not Applicable</b>
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> <b>Required</b>
Company Registration Certificate	<input checked="" type="checkbox"/> <b>Required</b>



Company Profile	<input checked="" type="checkbox"/> <b>Required</b>			
Latest Tax Clearance Certificate	<input checked="" type="checkbox"/> <b>Required</b>			
VAT/PAN Registration	<input checked="" type="checkbox"/> <b>Required (in case of the companies and firms)</b>			
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"/> <b>Required</b>			
Client certificates from minimum 2 clients for satisfactory performance of similar contracts	<input checked="" type="checkbox"/> <b>Required</b>			
Names and curriculum vitae of the Team Leader (social-science researcher)	<input checked="" type="checkbox"/> <b>Required</b>			
Currency of Proposal	<input checked="" type="checkbox"/> <b>Local Currency: Nepalese Rupees (NPR.)</b>			
Value Added Tax on Price Proposal <sup>2</sup>	<input checked="" type="checkbox"/> <b>must be inclusive of VAT and other applicable indirect taxes</b> <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes			
Validity Period of Proposals ( <i>Counting for the last day of submission of quotes</i> )	<input checked="" type="checkbox"/> <b>90 days</b>  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"/> <b>Not permitted</b>			
Payment Terms <sup>3</sup>	Outputs	Percentage	Timing	Condition for Payment Release

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

<sup>3</sup> 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,

	<b>Deliverable 1: Inception Report (English)</b> The report should address <ul style="list-style-type: none"> <li>- Initial grasp of the situation around housing retrofitting and behavioral change, and conceptual framework</li> <li>- Detailed methodology and questions used in the research</li> <li>- Schedule of the field data collection and other activities</li> </ul>	20%		Within thirty (30) days from the date of meeting the following conditions: <ul style="list-style-type: none"> <li>a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and</li> <li>b) Receipt of invoice from the Service Provider.</li> </ul>
	<b>Deliverable 2: Draft Analysis Report</b> Full report in English, and summary of findings in Nepali	40%		
	<b>Deliverable 3: Sharing the findings with stakeholders, and Final Report with summary in Nepali</b> Incorporate feedback into the report and finalize it. The report shall be submitted together with the primary dataset.	40%		
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	<i>The National Project Manager, CDRMP</i>			
Type of Contract to be Signed	<input checked="" type="checkbox"/> <b>Purchase Order</b>  <input checked="" type="checkbox"/> <b>Contract for Professional Services</b>			
Criteria for Contract Award	<input checked="" type="checkbox"/> <b>Lowest Price Quote among technically responsive offers</b>  <input checked="" type="checkbox"/> <b>Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of</b>			

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.

<sup>4</sup> 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.

	<b>the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.</b>
Criteria for the Assessment of Proposal	<p><b><u>Technical Proposal – 1000 points</u></b></p> <p><input checked="" type="checkbox"/> Expertise of the Firm - 300 points (30%)</p> <p><input checked="" type="checkbox"/> Proposed Workplan and Approach - 500 points (50%)</p> <p><input checked="" type="checkbox"/> Personnel- 200 points (20%)</p> <p><b><u>Technically Qualified Lowest Bidder gets the Award of Contract</u></b></p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> <b>One and only one Service Provider</b>
Annexes to this RFP <sup>5</sup>	<p><input checked="" type="checkbox"/> <b>Form for Submission of Proposal (Annex 2)</b></p> <p><input checked="" type="checkbox"/> <b>General Terms and Conditions / Special Conditions (Annex 3)<sup>6</sup></b></p> <p><input checked="" type="checkbox"/> <b>Detailed TOR – Annex 4</b> [pls. specify]</p>
Contact Person for Inquiries (Written inquiries only) <sup>8</sup>	<p><i>Procurement Unit</i>  <i>UNDP Nepal</i>  <i>Email: <a href="mailto:query.procurement.np@undp.org">query.procurement.np@undp.org</a></i></p> <p>Written inquiries must be submitted mentioning RFP Ref: UNDP/RFP/17/20179(RE-BID) (UG), on or before 5:00PM, 13 October 2017. UNDP shall respond to the inquiries through a bulletin posted in UNDP Website: <a href="http://www.np.undp.org/content/nepal/en/home/operations/procurement.html">http://www.np.undp.org/content/nepal/en/home/operations/procurement.html</a>. 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>

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

<sup>6</sup> 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.

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

<sup>8</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

<p>Other Information [p/s. specify]</p>	<p>The Financial evaluation will be carried out only for the technically qualified submission that pass the minimum technical score of 70% (700 points) of the obtainable score of 1000 points in the evaluation of the technical proposals.</p> <p><b><u>The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually</u></b> 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><b>Assistant Country Director (Operations) United Nations Development Programme UN House, Pulchowk Lalitpur, Nepal</b></p> <p>Marked with: <b>UNDP/RFP/17/2017 (RE-BID) - Providing support to Social Behavior Research on Retrofitting of Private Houses in Nepal</b></p>
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Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1	Expertise of firm/Organization submitting proposal	30%	300
2	Proposed Work Plan and Approach	50%	500
3	Personnel	20%	200
			1000

<b>I. Expertise of firm / organisation submitting proposal (Points obtainable 300 Points)</b>	
1.1 Reputation of Organisation and Staff (Competence / Reliability)	50
1.2 Litigation and Arbitration history	15
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)	50
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.	15
1.5 Quality assurance procedures, warranty	30
<b>Sub Total (1.1 to 1.5)</b>	<b>160</b>
1.6 Relevance of: (Points - 140)	
- Specialised Knowledge	55
- Experience on Similar Programme / Projects	55
- Experience on Projects in the Region	15
- Work for UNDP/ major multilateral/ or bilateral programmes	15
<b>Sub Total for 1.6</b>	<b>140</b>
<b>Total for Expertise of firm / organisation submitting proposal (I)</b>	<b>300</b>
<b>II. Proposed Work Plan and Approach (Points obtainable 500 Points)</b>	
2.1 To what degree does the Offeror understand the task?	90
2.2 Have the important aspects of the task been addressed in sufficient detail?	50
2.3 Are the different components of the project adequately weighted relative to one another?	30
2.4 Is there evidence that the proposal has been prepared based on an in-depth understanding and prior knowledge of the project environment?	50
2.5 Is the conceptual framework adopted appropriate for the task?	80
2.6 Is the scope of task well defined and does it correspond to the TOR?	100
2.7 Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	100
<b>Total for Proposed Work Plan and Approach (II)</b>	<b>500</b>

<b>III. Personnel (Points obtainable 200 Points)</b>	
Social Science Researcher	
Experience in project management, specifically in survey and/or data collection	200
Qualification	70
Professional working experience	60
Geographic experience	40
Language	30
<b>Total for Personnel (III)</b>	<b>200</b>
<b>Grand Total (I+II+III)</b>	<b>1000</b>

## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>9</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>10</sup>)*

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

<sup>9</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>10</sup> 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\***

	<b>Deliverables</b> <i>[list them as referred to in the RFP]</i>	<b>Percentage of Total Price (Weight for payment)</b>	<b>Price (Lump Sum, All Inclusive)</b>
1	<b>Deliverable 1: Inception Report (English)</b> The report should address - Initial grasp of the situation around housing retrofitting and behavioral change, and conceptual framework - Detailed methodology and questions used in the research Schedule of the field data collection and other activities	20%	
2	<b>Deliverable 2: Draft Analysis Report</b> Full report in English, and summary of findings in Nepali	40%	
	<b>Deliverable 3: Sharing the findings with stakeholders, and Final Report with summary in Nepali</b> Incorporate feedback into the report and finalize it. The report shall be submitted together with the primary dataset.	40%	
	<b>Total</b>	<b>100%</b>	

*\*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
<b>I. Personnel Services</b>				
a. Team Leader (social-science researcher)		4 months	1	
b. Community Mobilizers				
<b>II. Out of Pocket Expenses (please select only the applicable items)</b>				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
<b>III. Other Related Costs (please specify)</b>				
<b>Total</b>				
<b>13% VAT (if applicable)</b>				
<b>TOTAL WITH VAT</b>				

*[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**

**For**

**Providing support to Social Behavior Research on Retrofitting of Private Houses in Nepal**

Duty Station:	Kathmandu
Duration:	October 2017 to January 2018
Project Title:	UNDP's Comprehensive Disaster Risk Management Programme
Location, Country:	Kathmandu
Expected Starting Date:	October 2017
Contract Type:	Contractual Services

## **1. Background**

The Comprehensive Disaster Risk Management Programme (CDRMP) has been 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 (NRRRC). The programme aims to strengthen the institutional and legislative aspects of disaster risk management (DRM) in Nepal, by building the capacities of Ministry of Home Affairs, other ministries, and local governments. The CDRMP will also establish strategic linkages between DRM and development sectors. The programme's intervention in the area of building code, risk sensitive land use plan, safer construction practices, climate risk management, community-based disaster risk management, and emergency preparedness and response will strengthen the overall system of DRM in Nepal.

Recently, UNDP-Nepal is piloting a project, under iData Studio funded by UNDP Regional Hub. In this project, UNDP will collaborate with experts and esteemed organizations to analyse the available damage assessment data of the residential houses, surveyed after 2015 earthquake across 31 affected districts that will be overlaid with topography/slope and soil substructure map to correlate damage of houses with respect to building typologies and geographical locations. It will generate models depicting vulnerability of various building typologies, with gradation of risk of collapsed houses and facilitate action by engaging decision makers at national (and local) levels in piloting solutions to reduce risk in 3 municipalities, who will be further supported to establish electronic system to ensure risk informed building permit process. As part of this initiative, project will conduct a research to find out behavior of house-owners and concerned stakeholders towards retrofitting.

## **2. Context**

Learning the lessons from the recent earthquakes, reduction of death and economic loss from the future disasters is Nepal's utmost priority to protect the development gains. Collapse of over 700,000 private houses (and other buildings) in 31 districts of Nepal after the 2015 mega-earthquake that killed almost 9,000 people exposed the extant large-scale vulnerabilities of buildings to seismic risks.

With the imminent risks of earthquake in the future, and with over 2 million existing houses like those that have collapsed, Nepal contends with a huge potential for loss of lives and damages. Ideally all these houses need to be retrofitted (strengthened) to reduce risk to lives, but in a poor country like Nepal this is not possible. Further, these houses are privately- (individually) owned.

Hence the need of the hour is prioritization of the interventions to reduce this extant risk, but in a manner that is transparent, acceptable to key policy and decision-makers, unbiased towards a district or region that is informed by learning and evidence from the 2015 Earthquakes.

UNDP Nepal explores potential approach to promoting retrofitting of the existing vulnerable houses both in the recent earthquake-affected areas as well as other region that have high risk of earthquake in the future. Utilizing thousands of building damage data collected after the 2015 earthquakes, the initiative attempts to understand the patterns of damages caused by the earthquakes.

The data analytics entails:

- i) Analyze readily available geo-coded damage data from 700,000+ houses (across 31 affected districts), overlaid with additional data layers (topography/slope and soil substructure) to correlate damage of houses with respect to typologies of buildings and geographical locations (ridges, valleys, plains of soil substructures etc.)
- ii) Generate a map depicting vulnerability of various building typologies, with gradation of risk of collapse of houses across the country
- iii) Facilitate action by engaging with decision makers at national and local levels and by piloting a solution to prioritize and address the risks in 3 municipalities across the country.

The key assumptions are that: a) inaction to address risks despite knowing the magnitude and sheer number of unsafe buildings is due to the daunting scale of the intervention needed; b) policy/decision-makers can be spurred into action and enabling environment created for communities to mitigate the risks if evidence-based prioritization is demonstrated by this pilot project.

When testing such hypothesis, there are several questions arise. Will house owners and decision makers readily act if they understand the vulnerabilities of buildings? Probably, without so much details of building vulnerability assessment, they were somewhat made aware of the risks after the 2015 earthquakes -- then why do they not actively retrofit their houses? Are there any obstacles that block their behavioral change?

While policy makers and municipalities are responsible for creating conducive environment for reducing risks of existing vulnerable buildings, it is house owners who are ultimately responsible for maintaining their houses seismically safe. Recently, retrofitting guidelines were approved by the Ministry of Urban Development. The Government's draft National Plan of Action for Safer Building Construction identifies retrofitting of existing vulnerable private houses as one of the priority risk mitigation measurements. However, the progress on the retrofitting of private houses is not encouraging even in the areas recently affected by the earthquakes.

Without understanding the social and behavioral insights of those key change agents, promotion of retrofitting could be sub-optimal. However, there is no in-depth knowledge or scientific study readily available in this domain in Nepal.

The demography data of the three municipalities are provided below:

S.N.	Municipality	Household	Population		
			Total	Male	Female
1	Butwal	29,662	118,462	58,808	29,662
2	Chautara	1618	5952	2907	3045
3	Dharan	27,750	116,181	54,599	61,582

Source: Census 2011

### 3. Objectives of the Assignment

The purpose of this research is to deepen the understanding on social and behavioral aspect behind the current status of private building retrofitting, and inform the municipalities on the effective measures to encourage actions in retrofitting of the houses.

#### *Specific objectives:*

- To provide overview and analysis of i) the perceptions/awareness of house owners in potential seismic risks in their houses, and importance of retrofitting; and ii) various socio-economic environment or other enabling factors which could shape the house owners' willingness to act.
- To provide overview and analysis of the perception of the municipality officials and policy makers on the major constraints for promotion of retrofitting of potentially vulnerable houses.

- To trigger a thinking around potential innovative approaches that would target the willingness and demand of house owners in undertaking retrofitting.
- To suggest the areas of improvement or enabling actions for the municipalities, policy makers and development partners in facilitating retrofitting of private houses.

#### 4. Methodology and Scope

Detailed process, questions and analytical framework shall be ultimately designed by the researcher. Solid methodology (mix of quantitative and qualitative) is expected to include in the technical proposal, which might later be finalized through the inception report. Some of the methodological principles and expectations through the research are described below:

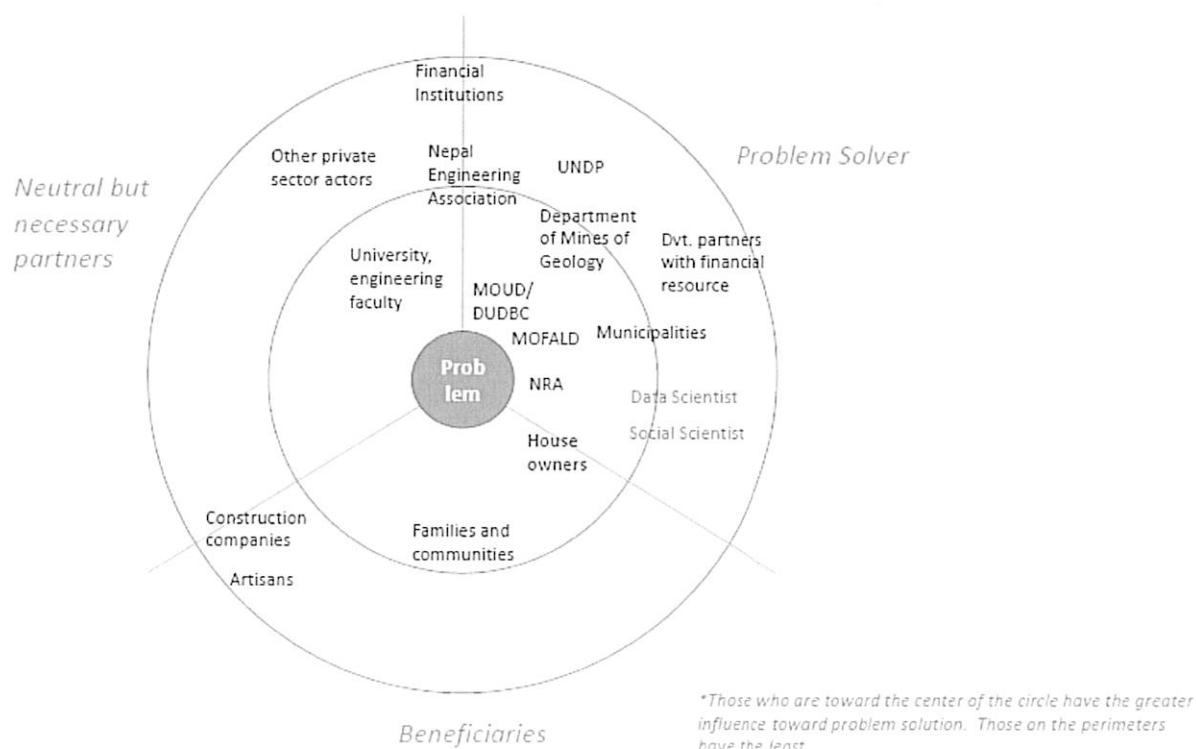
#### Key questions to be answered through the research

The key overall questions that the research should be asking throughout the research are:

- Why house owners do or do not act on retrofitting of their houses? What seem to be the bottleneck for people's behavior in investing resources for this?
- Is the policy environment conducive enough for the promotion of individual's action toward retrofitting?
- If we make any intervention (policy, financial etc.), would that trigger the required actions by the house owners? What are the interventions and areas?

#### Stakeholder Mapping

The original iData project has broader spectrum of stakeholders who have different roles in the problem solution in retrofitting of private houses. Under the social behavioral research component, the target is the core change of agents – house owner, municipalities and policy makers - who are beneficiaries and problem solvers at the same



time. Financial Institutions may be taken into consideration during the research as previously there was a directive by the Nepal Rastra Bank to the commercial banks on the condition of housing loans that is tied up with certificates issued by the municipality assuring compliance to National Building Codes.

## Desk study/literature review

One of the initial steps would include exploring relevant socio-science studies in behavioral change in general, documents that describes safer housing promotion in the context of Nepal and global cases, and relevant documents that allow understanding of enabling policy and institutional environment of Nepal on this subject.

## Understanding Perception of the Change Agents

The survey will apply *Systematic Stratified Random Sampling*. iData project identified three municipalities: Chautara, Butwal and Dharan, based on the different development regions, topographical features, experience of past earthquake as well as level of leadership. The research team is expected to interview at least 250 households in each municipality. When sampling for survey, at least one strata of gender should be applied to make sure that it targets both male and female house owners in order to understand the different challenges, incentives and needs between different genders. To the extent possible, the research should aim at 30% of the survey targets as female house owners or female headed families – the approach for meeting the informants should consider this aspect. Beyond house owners, the researcher is expected to gather information that enables us to understand the perception of the municipalities officials who are at the frontline of the promotion of safer building construction as per the Local Self Governance Act. The researcher may work with a small team engineers (who are trained by the researcher), who will work on the 500 households' building inventory system to collect perception survey data. The interview with the policy makers in Kathmandu maybe coordinated through the Senior Project Officer under iData project.

Further, the community mobilizers will have to be stationed in 3 municipalities to support organizing community and municipal consultation meetings and facilitate in data collection.

Note: Interagency Common Feedback Project (managed through the UN Resident Coordinator's Office) has an established mechanism of regular community perception survey where more than 2000 individuals in the earthquake-affected region are interviewed. The UN Resident Coordinator's Office also plans to undertake baseline perception survey with a view to inform the upcoming UN joint Development Assistance Framework. The scale of primary data collection of the house owners' perception can be adjusted depending on the already collected perception data through this existing structure, and final analysis shall be based on all the available data.

## Analysis

Based on both the primary data collected on the perception of the house owners and policy makers/municipality officials, and secondary data from desk studies, analysis will be conducted and summarized in a form of a research paper addressing the research objectives mentioned above.

## Informing the municipalities for actions

The research output is expected to inform the iData initiative that works with the 3 municipalities on the municipality-owned interventions to promote retrofitting, and it can inform other municipalities, policy makers as well as development partners who may be interested in supporting promotion of private house retrofitting in the other geographical areas within the country. The research component will intersect with the other component of building damage data analysis and municipality capacity building components after Tihar festival in late October.

## 5. Expected Outputs

The key expected output of the task is:

- Study conducted to understand the behavioral challenges and various socio-economic factors that restrain people to take actions that would help them reduce their risk to possible hazards.
- Necessary actions and interventions understood that could be undertaken by the decision/policy makers, the pressure points that triggers behavioral change, which will help sustain action in the longer run.
- The factors and issues understood that hinders policy/decision makers to undertake actions as well as understand institutional/structural impediments that limit or delay or encourage the actions.
- A series of workshops will be conducted with engagement of the local level government officials and community members to support/ease project implementation.
- Also, community level meetings will be conducted at local level to orient communities and collect data, while municipal level consultations/ workshops will be conducted to gather data as part of the social behavior research, to disseminate study results and formulate action plans.
- Social mobilizer will be stationed in 3 municipalities to support community mobilization and provide necessary support in project implementation.

## 6. Qualifications & Required experiences of the Consultant

The assignment is expected to be undertaken by a team led by an experienced social-science researcher who may have a small team of community mobilizers for collection of data and conducting meetings at the community/municipality level. The consultant must have strong command of Nepali language and understanding of the local culture. Other specific qualification and experiences include:

- Advanced degree in the social sciences including sociology, anthropology, ethnography, development studies, behavioral economics
- At least 10 years of research and other relevant professional experiences
- Proven experience in conducting field research and writing analytical papers in English (the consultant is asked to submit 2 samples of previous analytical research paper)
- Demonstrated ability to form and mobilize a small survey team for the perception survey on the ground
- Excellent presentation skills

## 7. Ethical Issues

All interviewees, should be informed about the objectives of the research and how findings will be used; they also should be informed that collected data and any statement about the programme will be kept confidential and respondents will not be named or identified in the reports with regard to their statements.

All interviewees should agree without coercion to take part in the interview and be given the option to withdraw or not to participate at any time during the process.

All gathered data should be confidential and names of individuals deleted from the data and replaced by codes in the evaluation notes. All the data will be the property of UNDP, after the completion of the study, the service provider should submit raw data as well as processed/analysed data set to UNDP CDRMP.

## 8. Timeline and Payment Schedule

The overall consultancy period is estimated for 4 months from September to December 2017. The research part has to be completed within 2 months from the initiation of the project and community mobilizer has to be provided until December 2017.

	Research Phase	Deliverables	Due	Payment schedule
1	Inception	<b>Deliverable 1: Inception Report (English)</b> The report should address <ul style="list-style-type: none"> <li>- Initial grasp of the situation around housing retrofitting and behavioral change, and conceptual framework</li> <li>- Detailed methodology and questions used in the research</li> <li>- Schedule of the field data collection and other activities</li> </ul>		20%
2	Data collection/Community mobilization	<b>Deliverable 2: Draft Analysis Report</b> Full report in English, and summary of findings in Nepali		40%
3	Analysis & report writing			
4	Sharing and finalization of the Report	<b>Deliverable 3: Sharing the findings with stakeholders, and Final Report with summary in Nepali</b> Incorporate feedback into the report and finalize it. The report shall be submitted together with the primary dataset.		40%

Note: Before releasing any payment, the Consultant will ensure and verify the deliverables in terms of their quality, contents/quantity, and timelines. EECDRM Unit of UNDP Nepal will also oversee and provide feedback as and when required.

The consultant is expected to present a clear and reliable methodology, to address the specific objectives mentioned above, in the inception report. The consultant is expected to provide all the collected data collected and digitized during the process.

## 9. Monitoring and Reporting

The Consultant should work in close 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.

#### **10. Ownership and intellectual Property**

Upon payment of the contract UNDP-CDRMP and consultant agree on the UNDP-CDRMP shall acquire ownership of all the 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 UNDP-CDRMP.

