



## REQUEST FOR PROPOSAL (RFP)

Ref. no. 20/2015

12 November 2015

Dear Sir / Madam:

We kindly request you to submit your Proposal for the project “Guidelines for National Disaster Loss and Damage Data in the Context of Climate Change and Disasters”.

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

Proposals may be submitted on or before Monday, November 30, 2015 and via email, courier mail or fax to the address below:

**United Nations Development Programme**  
Procurement and Administrative Services Manager  
United Nations Development Programme Bangkok Regional Hub  
3rd Floor United Nations Service Building  
Rajdamnern Nok Avenue, Bangkok 10200, Thailand  
[rcb.procurement.th@undp.org](mailto:rcb.procurement.th@undp.org)  
Attention: Ms. Somlak Supkongyu

Your Proposal must be expressed in the English, 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. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

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

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

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

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

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

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

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



*Somlak Supkongyu*

*Procurement and Administrative Services Manager*

11/12/2015

### Description of Requirements

Context of the Requirement	<i>Guidelines for National Disaster Loss and Damage Data in the Context of Climate Change and Disasters</i>																			
Brief Description of the Required Services	Please see the ToRs																			
List and Description of Expected Outputs to be Delivered																				
Person to Supervise the Work/Performance of the Service Provider	<i>Programme Specialist (Global), Disaster Risk Information and Application</i>																			
Frequency of Reporting	<i>Monthly</i>																			
Progress Reporting Requirements																				
Location of work	<input checked="" type="checkbox"/> At Contractor's Location																			
Expected duration of work	3 months for Phase 1																			
Target start date	15 December 2015																			
Latest completion date	15 March 2016																			
Travels Expected	<table border="1"> <thead> <tr> <th>Destination/s</th><th>Estimated Duration</th><th>Brief Description of Purpose of the Travel</th><th>Target Date/s</th></tr> </thead> <tbody> <tr> <td>Indonesia and Philippines and Bangkok</td><td>3 days each</td><td>to discuss and validate the preliminary findings from desk research with identified stakeholders</td><td>By 28 Feb 2016</td></tr> <tr> <td>4 countries in Asia (tentatively Indonesia, Philippines, Sri Lanka and Nepal)</td><td>6 days each</td><td>Undertaking missions to tentatively 4 countries in Asia to collect information on disaster loss and damage databases</td><td>To be decided</td></tr> <tr> <td></td><td></td><td></td><td></td></tr> </tbody> </table>				Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s	Indonesia and Philippines and Bangkok	3 days each	to discuss and validate the preliminary findings from desk research with identified stakeholders	By 28 Feb 2016	4 countries in Asia (tentatively Indonesia, Philippines, Sri Lanka and Nepal)	6 days each	Undertaking missions to tentatively 4 countries in Asia to collect information on disaster loss and damage databases	To be decided				
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Special Security Requirements	<input checked="" type="checkbox"/> Completion of UN's Basic and Advanced Security Training																			
Facilities to be Provided by UNDP (i.e., must be	N/A																			

excluded from Price Proposal)												
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required											
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required											
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars											
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes											
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 90 days  In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.											
Partial Quotes	<input checked="" type="checkbox"/> Not permitted											
Payment Terms	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Percentage</th> <th>Timing</th> <th>Condition for Payment Release</th> </tr> </thead> <tbody> <tr> <td> 1. Draft annotated outline based on the findings of desk research   Draft report based on the agreed outline with findings on processes, methodologies, experience and challenges, disasters and impact parameters in the countries, direct loss </td> <td>30%</td> <td></td> <td> 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. </td> </tr> </tbody> </table>				Outputs	Percentage	Timing	Condition for Payment Release	1. Draft annotated outline based on the findings of desk research  Draft report based on the agreed outline with findings on processes, methodologies, experience and challenges, disasters and impact parameters in the countries, direct loss	30%		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.
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	assessment methodologies			
	Draft concept note and agenda for the Regional Scoping Workshop	70%		
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Programme Specialist (Global), Disaster Risk Information and Application			
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services			
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory 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><b><u>Technical Proposal (70%)</u></b></p> <input checked="" type="checkbox"/> Expertise of the Firm 30% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 40% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 30% <p><b><u>Financial Proposal (30%)</u></b></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>			
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider			
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <input checked="" type="checkbox"/> Detailed TOR			

<p>Contact Person for Inquiries (Written inquiries only)</p>	<p>Somlak Supkongyu, Procurement and Administrative Services Manager, UNDP Bangkok Regional Hub Fax No: +66 (0) 2280-2700 E-mail address dedicated for this purpose: rcb.procurement.th@undp.org 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 <i>[pls. specify]</i></p>	<p>The assignment is to be undertaken in two distinct but linked phases. The contract will be issued only for Phase 1. Contract for Phase 2 will be given subject to availability of funds, outcome of Phase I and satisfactory performance of the work in Phase 1.</p>

## ***Terms of Reference (ToR)***

### **A. Project Title**

#### **Guidelines for National Disaster Loss and Damage Data in the Context of Climate Change and Disasters Caused by Natural Hazards**

### **B. Project Description**

Communities and countries are witnessing increased frequency and intensity of disaster events. Climate change and extreme weather events are impacting development at a pace not experienced in the past. Asia-Pacific region is known to be the worst affected region in the world, recording about 500,000 fatalities from 1,625 events during the period 2005-2014<sup>1</sup>. The poor, and especially women, children and the elderly bear the brunt of disasters caused by natural hazards. Given the growing risks and vulnerabilities due to haphazard development together with climate induced disasters, significant efforts are needed at national and sub-national levels to better understand these patterns and trends to be able to systematically address them to reduce losses and damages from disasters. Given the intricate linkages between disasters and development, the Outcome 5 of UNDP's Strategic Plan (2014-17)<sup>2</sup> emphasizes on reducing the risks from natural disasters and climate change<sup>3</sup>.

Since 2005, UNDP has been working with national governments in 163 disaster-prone countries on disaster risk management, including disaster risk assessment, disaster risk governance and mainstreaming, disaster preparedness and early warning, and disaster recovery. UNDP has supported governments in completing hazard and risk assessment in 57 countries. This involved estimation of the likelihood of future losses and their causal factors through examination of the hazard, exposure and vulnerability. UNDP not only develops capacities to prepare risk assessments, but also applies those in the decision-making processes required to reduce disaster risk.

During the implementation of Hyogo Framework for Action (HFA, 2005-2015), UNDP has been supporting the establishment of 31 National Disaster Loss and Damage Databases<sup>4</sup> that have become an important component of understanding disasters and are used for validating risk assessments, monitoring the effectiveness of implemented disaster risk reduction measures, and providing sound evidence for investment decisions<sup>5</sup>. UNDP has invested an estimated \$ 5.7 million globally for the establishment of these nationally owned disaster databases. In Asia, beginning with Odisha (India) in 2002, UNDP assisted the 5 tsunami-affected countries (Maldives, Sri Lanka, Tamil Nadu state of India, Thailand and Indonesia) in the aftermath of the 2004 tsunami disaster to develop national capacities and institutionalize national disaster loss and damage databases<sup>6</sup>. To date, several countries in Asia (Indonesia, Sri Lanka, Cambodia,

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<sup>1</sup> Asia-Pacific Disaster Report, UNESCAP (2015)

<sup>2</sup> UNDP Strategic Plan (2014-17), available online at <http://goo.gl/H3DRpz>

<sup>3</sup> Outcome 5 of the UNDP Strategic Plan - "Countries are able to reduce the likelihood of conflict and lower the risk of natural disasters, including from climate change". More specifically, Output 5.1 of the UNDP Strategic Plan focuses on putting 'Mechanisms in place to assess natural and man-made risks at national and sub-national levels' with an Indicator 5.1.1 as 'Number of countries having standardized damage and loss accounting systems in place with sex and age disaggregated data collection and analysis, including gender analysis.'

<sup>4</sup> Africa-2; Asia-Pacific -15 (1 is sub national level-India), ECIs-3; Arab States-4; LAC-7

<sup>5</sup> A Comparative Review of Country-Level and Regional Disaster Loss and Damage Databases, UNDP (2013)

<sup>6</sup> Risk Knowledge Fundamentals: Guidelines and Lessons for Establishing and Institutionalizing Disaster Loss Databases, UNDP (2009)

Iran, Nepal, Vietnam, Lao PDR, Bhutan, Tamil Nadu and Odisha states of India) have established capacities for systematically collecting and analysing the disaster loss and damage data and others are in the process of doing so. Based on the extensive experience of working in a variety of development contexts, UNDP has developed a programmatic approach and practice in assisting countries with the establishment of disaster loss and damage databases in an integrated manner and with a focus on strengthening governance capacities, as part of broader disaster risk reduction efforts.

**Current Context:** Though there has been good progress and achievements made during the HFA (2005-2015), there exists significant gaps on various fronts to develop these databases and associated capacities to provide insights into the past occurrences and impacts and to generate necessary risk information to feed into national and sub-national development planning.

At the global level, all the Global Assessment Reports on Disaster Risk Reduction since 2009 have made use of these national disaster loss and damage databases to derive useful analysis on a number of issues for global policy advocacy – intensive and extensive risks, disaster and poverty linkages, economic costs of disasters and so on. The Sendai Framework for Disaster Risk Reduction (SFDRR, 2015-30)<sup>7</sup> has identified seven global targets which will require systematic efforts by the countries for recording and reporting against these targets. Likewise there are a number of disaster related targets and indicators for Sustainable Development Goals (SDGs) which will require reporting by the countries.

Following the recommendation of the SFDRR (para 50), an Open Ended Intergovernmental Working Group (OEIWG)<sup>8</sup> was established through UN General Assembly resolution A/RES/69/284<sup>9</sup> adopted on 3 June 2015 to deliberate on indicators and terminology relating to disaster risk reduction. First formal session of the OEIWG was held on 29-30 September 2015 to discuss the indicators as outlined in the Background Papers on Indicators to Monitor Global Targets of the SFDRR<sup>10</sup> and Proposed Updated Terminology on Disaster Risk Reduction<sup>11</sup>. To complement the work of the OEIWG, UNISDR also drafted National Loss Database Guidelines to provide additional guidance to the countries on the need for harmonizing the national disaster loss and damage databases. UNDP has been engaged with these processes and has been contributing to the deliberations based on its experiences from across the world.

UNDP has been proactively and systematically working for long to build partnerships and to mobilize support from a range of partners and stakeholders to comprehensively address a range of capacity issues in the countries to promote risk-informed development for building resilience of communities. During the World Conference on Disaster Risk Reduction (WCDRR) in March 2015, UNDP together with Tohoku University of Japan launched a Global Centre for Disaster Statistics (GCDS)<sup>12</sup>. The GCDS aims to promote risk-informed development by strengthening the capacity of disaster prone countries in – developing national systems of disaster statistics for supporting thematic risk analyses, establishing baselines for SFDRR and SDG targets, and generating cutting-edge research and analyses of disaster loss and damage.

<sup>7</sup> See, [http://www.preventionweb.net/files/43291\\_sendaiframeworkfordrren.pdf](http://www.preventionweb.net/files/43291_sendaiframeworkfordrren.pdf)

<sup>8</sup> See <http://www.preventionweb.net/drr-framework/open-ended-working-group/>

<sup>9</sup> See <http://www.preventionweb.net/files/resolutions/N1516723.pdf>

<sup>10</sup> Background Paper - Indicators to Monitor Global Targets of the Sendai Framework for Disaster Risk Reduction 2015-2030: A Technical Review, Available online at [http://www.preventionweb.net/files/45466\\_indicatorspaperaugust2015final.pdf](http://www.preventionweb.net/files/45466_indicatorspaperaugust2015final.pdf)

<sup>11</sup> Background Paper - Proposed Updated Terminology on Disaster Risk Reduction: A Technical Review, Available online at [http://www.preventionweb.net/files/45462\\_backgroundpaperonterminologyaugust20.pdf](http://www.preventionweb.net/files/45462_backgroundpaperonterminologyaugust20.pdf)

<sup>12</sup> See UNDP website - UNDP and Tohoku University launch 'Global Centre for Disaster Statistics' (<http://goo.gl/oFnkPR>)



In developing national disaster loss and damage databases around the world, UNDP has partnered with a wide range of agencies and organizations, such as UNISDR, UNESCAP, UN Habitat, ICLEI, and Asian Development Bank. At the national level, UNDP engages with national disaster management agencies, national statistical offices, hydro-meteorological agencies, agriculture departments and several sectoral agencies in collection of data and dissemination of analysis.

At the national level, though there has been progress on the establishment and institutionalization of the loss and damage databases, sustainability and accessibility of the databases have been a challenge in several countries around the world. Most importantly, utilization of this data in national and sub-national development planning which is one of the most effective way of managing and reducing risks, remains to be achieved to promote 'risk-informed development'. There are significant gaps and issues which need to be addressed at national level – processes, protocols and Standard Operating Procedures (SOPs) for collection, archival, and retrieval of data, quality control, capacity development of national and sub-national officials, extensive risks need to be identified; and at regional level - harmonization of terms and definitions used by countries following the recommendations of the OEIWG to allow pooling of data to identify regional risks, data sharing protocols, and so on.

### **Objectives of the assignment**

This assignment has the following objectives:

- Conduct desk research on existing loss and damage databases around the world to analyse various approaches and modalities for their implementation and applications and identify issues, gaps, lessons learned, and challenges;
- Document the processes adopted in 4 countries in Asia (tentatively Indonesia, Philippines, Sri Lanka and Nepal) to capture best practices of the disaster loss and damage databases and identify lessons learned, capacity issues, gaps, challenges and capacity development needs and recommendations for potential interventions in each of the 4 countries;
- Develop a practice-based methodology for the establishment and institutionalization of disaster loss and damage data building on the practices in the countries and identify potential linkages with existing statistical and sectoral databases in the countries;
- Review prevalent practices/ methodologies for identifying and recording various types of disasters (with focus on extensive events ) and associated parameters for direct impacts on humans and various sectors and develop a methodology for identifying and recording extensive events and their impacts for use by countries and propose harmonization of these practices across countries;
- Review and assess existing direct economic loss assessment methodologies used by the countries to identify methodological issues and develop a methodology and provide necessary guidance for loss assessment and its harmonization across countries.

It is expected that this assignment will also provide broad guidance on the interventions of the Global Centre for Disaster Statistics in supporting the countries.

### ***C. Scope of Services, Expected Outputs and Target Completion***

#### **Scope of Services**

The assignment is to be undertaken in two distinct but linked phases. The scope of work and deliverables for each phase are outlined below:

#### **Phase 1:**

The selected contractor will undertake the following:

1. Review the available reference materials, documents and websites and hold discussions with the key government staff, identified UNDP staff, and selected individuals to better understand the work done by the countries and develop an annotated outline of the report for summarizing the analysis and findings from the desk research. This will include analysis of the implementation processes in the countries, lessons and challenges, processes for identifying and recording the events and their direct impacts, and the direct economic loss assessment methodologies used by the countries.
2. Undertake mission to Indonesia and the Philippines (about 3 days each country) to discuss and validate the preliminary findings from desk research with identified stakeholders and to better understand the scope and demand of the work and to conceptualize a Regional Scoping Workshop.
3. Conceptualize the Regional Scoping Workshop to finalize the scope of this consultancy along the objectives stated above, viz.
  - a. Scope of this assignment (in terms of details)
  - b. Implementation processes in each country to derive lessons and gaps
  - c. Identification of relevant extensive disaster events and parameters for recording direct impacts
  - d. Direct economic loss assessment methodologies used by countries.
4. Draft a concept note and agenda for the Regional Scoping Workshop with suggested participants and based on the experiences of the country missions to Indonesia and the Philippines.

#### **Phase 2**

The selected contractor will undertake the following:

1. Participate, present and facilitate the Regional Scoping Workshop to present the findings of the desk research and the two country missions and to get required inputs from the countries and identify the details to be captured from country missions.
2. Develop a detailed plan and outline for documenting the experiences, and lessons from the selected countries (tentatively Indonesia, Philippines, Sri Lanka and Nepal) based on an agreed criteria, contributions and discussions at the Regional Scoping Workshop.
3. Develop detailed questionnaire and mission plan to collect relevant information (processes, SOPs, gaps) from key government partners in the identified countries.
4. Undertake missions to identified countries to collect missing information and details as agreed during the Regional Scoping Workshop.
5. Submit revised draft based on the inputs from the missions to include:
  - a. Detailed documentation of the processes in 4 countries with lessons and challenges,
  - b. Methodology for the implementation of a national disaster loss and damage database with relevant adherence to SFDRR and SDG targets,
  - c. Analysis of practices/ methodologies used by countries to identify and record extensive disaster events, and develop a methodology and propose harmonization across countries, and
  - d. Documentation and analysis of direct economic loss assessment methodologies used by the countries with issues and challenges and suggestions for harmonization across countries.

6. Revise the draft based on the inputs from UNDP.
7. Conceptualize a Regional Review Workshop to share the findings from the revised draft and to validate the findings, needs and recommendations (tools, knowledge products, training).
8. Revise and finalize the draft based on the inputs from Regional Review Workshop.

Submit Final Report.

### **Expected Outputs**

#### **Phase 1**

The following deliverables are expected from the selected contractor:

- Draft annotated outline based on the findings of desk research
- Draft report based on the agreed outline with findings on processes, methodologies, experience and challenges (including assessment of constraints and challenges on gender and age disaggregated data), disasters and impact parameters in the countries, direct loss assessment methodologies
- Concept note for the Regional Scoping Workshop outlining draft agenda and potential participants to present the findings of the desk research and to obtain more information from the countries

#### **Phase 2**

The following deliverables are expected from the selected contractor:

- Revised draft report as per agreed outline after the Regional Scoping Workshop with updated information, analysis and recommendations and a proposed mission plan to collect relevant information and inputs from key stakeholders in the identified countries
- Brief missions reports from each country mission outlining key findings on processes, methodologies, experiences and challenges (including assessment of constraints and challenges on gender and age disaggregated data), disasters and impact parameters in the countries, and direct loss assessment methodologies
- Revised and updated draft report with findings from the missions and consultations with key stakeholders
- Concept note for the Regional Review Workshop to present and validate the findings and recommendations from missions and consultations
- Submit revised report based on the discussions at the Regional Review Workshop

Submit Final Report on Guidelines for Disaster Loss and Damage Data (including practical recommendations on collecting gender and age disaggregated data) complete with sources/ references and annexes.

The proposed Regional Scoping Workshop and Regional Review Workshop will be organized by UNDP. Necessary coordination support for the country missions will be provided to assist the contractor in meeting with stakeholders in countries.

In addition, the contractor will facilitate, participate and contribute to the regional workshops planned during the consultancy period to provide inputs to the consultancy.

### **Target Completion**

The consultancy is expected to start on 15 December 2015 with the following proposed deadlines for deliverables:

<b>DELIVERABLE</b>	<b>DUE DATE</b>
<b>Phase 1</b>	
Draft annotated outline based on the findings of desk research	31 Jan 2016
Draft report based on the agreed outline with findings on processes, methodologies, experience and challenges, disasters and impacts in the countries, direct economic loss assessment methodologies based on the two country missions	15 Feb 2016
Concept note for the Regional Scoping Workshop outlining draft agenda and potential participants to present the findings of the desk research and to get more information from the countries	15 Mar 2016
<b>Phase 2</b>	
Revised draft based on the inputs from the Regional Scoping Workshop and a proposed mission plan to collect relevant information and inputs from stakeholders in the identified countries	
Draft report as per agreed outline after the Regional Scoping Workshop with updated information, analysis and recommendations	
Revised and updated draft report with findings from the missions and consultations with key stakeholders	
Concept note for the Regional Review Workshop to present and validate the findings and recommendations from missions and consultations	
Final draft report for comments based on inputs from Regional Review Workshop	
Submission of Final Report	

#### **D. Institutional Arrangement**

The contractor will be under direct supervision of Programme Specialist (Global), Disaster Risk Information and Application and seek inputs from designated UNDP staff members in HQ, Regional Hubs and Country offices on disaster risk reduction and recovery, climate change and adaptation in delivering the services outlined above. In addition, the contractor will also liaise with partner agencies, including Japan International Cooperation Agency (JICA), Asian Disaster Reduction Centre (ADRC), International Water Risk and Hazard Center (ICHARM) and others as needed to fulfil the stated work outlined here.

#### **F. Duration of the Work**

The contract will be issued only for Phase 1. Contract for Phase 2 will be given subject to availability of funds, outcome of Phase I, and satisfactory performance of the work in Phase 1.

Phase 1 is expected to be implemented from 15 December 2015 to 15 March 2016.

#### **G. Location of Work**

Duty station: homebased, with travel to Indonesia , Philippines, Sri Lanka and Nepal and travel to UNDP Bangkok Regional Hub in Bangkok

#### ***H. Qualifications of the Successful Service Provider at Various Levels***

UNDP is looking for a company with a team of consultants consisting of experts on disaster loss and damage data and direct economic loss assessment methodologies with the following qualifications

- Advance university degree in disaster management, environment, international development or related field
- Good understanding of disaster risk reduction and relevance and application of disaster loss database to disaster risk reduction
- Demonstrated understanding of DesInventar methodology and its implementation
- Familiarity with the Hyogo Framework for Action (HFA) AND Sendai Framework for Disaster Risk Reduction (SFDRR)
- Understanding of government focal points for disaster risk reduction and their functions with respect to collection and compilation of disaster loss data
- Demonstrated experience of analysis of (disaster) data and familiarity with various types of statistical analyses
- Experience of supporting the implementation of disaster loss and damage methodology in a national context is highly desirable
- Demonstrated experience of at least 10 years of working across several countries on broad issues related with disaster risk reduction

#### ***I. Scope of Proposal Price and Schedule of Payments***

The contractor is requested to submit Financial Proposal for the provision of services for the whole assignment (both Phase 1 and Phase 2). Please note that the contract price is a fixed output-based price regardless of extension. Cost components includes Professional fee, travel, meeting and other cost related to project implementation.

#### ***L. Annexes to the TOR***

The following documents are very useful references for this study and should be well referenced for a better comprehension of the work required.

1. Risk Knowledge Fundamentals: Guidelines and Lessons for Establishing and Institutionalizing Disaster Loss Databases, UNDP (2009), Available online at <http://www.undp.org/content/undp/en/home/librarypage/crisis-prevention-and-recovery/guidelines-and-lessons-for-establishing-and-institutionalizing-d.html>

2. Establishing and Institutionalizing Disaster Loss Databases in Latin America: Guidelines and Lessons, UNDP (2010), Available online at [http://www.gripweb.org/gripweb/sites/default/files/documents\\_publications/latin\\_america\\_black.pdf](http://www.gripweb.org/gripweb/sites/default/files/documents_publications/latin_america_black.pdf)

3. A Comparative Review of Country-Level and Regional Disaster Loss and Damage Databases, UNDP (2013), Available online at <http://www.undp.org/content/undp/en/home/librarypage/crisis-prevention-and-recovery/loss-and-damage-database.html>
4. Historical Disaster Information System of Sri Lanka – Preliminary Analysis, Disaster Management Centre, Govt of Sri Lanka (2007), available online at [http://www.preventionweb.net/files/1231\\_SriLankaFinalReport200707.pdf](http://www.preventionweb.net/files/1231_SriLankaFinalReport200707.pdf)
5. Cambodia Disaster Loss and damage Analysis Report (1996-2013), National Committee for Disaster Management, Govt of Cambodia (2014), available online at [http://www.kh.undp.org/content/cambodia/en/home/library/environment\\_energy/cambodia-disaster-loss-and-damage-analysis-report-1996---2013.html](http://www.kh.undp.org/content/cambodia/en/home/library/environment_energy/cambodia-disaster-loss-and-damage-analysis-report-1996---2013.html)
6. Current Status and Best Practices for Disaster Loss Data Recording in EU Member States, JRC (2014)
7. Recording Disaster Losses, JRC (2013)
8. Guidance for Recording and Sharing Disaster Damage and Loss Data, JRC (2105)
9. Background Paper - Indicators to Monitor Global Targets of the Sendai Framework for Disaster Risk Reduction 2015-2030: A Technical Review, Available online at [http://www.preventionweb.net/files/45466\\_indicatorspaperaugust2015final.pdf](http://www.preventionweb.net/files/45466_indicatorspaperaugust2015final.pdf)
10. Background Paper - Proposed Updated Terminology on Disaster Risk Reduction: A Technical Review, Available online at [http://www.preventionweb.net/files/45462\\_backgroundpaperonterminologyaugust20.pdf](http://www.preventionweb.net/files/45462_backgroundpaperonterminologyaugust20.pdf)
11. United Nations General Assembly Resolution A/RES/69/284. Establishment of an open-ended intergovernmental expert working group on indicators and terminology relating to disaster risk reduction, Available online at <http://www.preventionweb.net/files/resolutions/N1516723.pdf>

## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>13</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>14</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, Tax Payment Certification, etc.*
- c) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- d) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- e) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

### B. Proposed Methodology for the Completion of Services

The Service Provider is expected to submit a technical proposal detailing out the work in terms of the methodology, what they would capture in the report, whom they would contact in the countries and what would be the tentative outline and key elements in the report from this consultancy.

<sup>13</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>14</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

**C. Qualifications of Key Personnel**

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

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

**D. Cost Breakdown per Deliverable\***

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

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

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

<b>Description of Activity</b>	<b>Remuneration per Unit of Time</b>	<b>Total Period of Engagement</b>	<b>No. of Personnel</b>	<b>Total Rate</b>
<b>Phase I</b>				
<b>I. Personnel Services</b>				
a. Expertise 1				
b. Expertise 2				
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
<b>TOTAL</b>				
Note: The proposed Regional Scoping Workshop and Regional Review Workshop will be organized and paid by UNDP. The cost of organizing these workshops shall not be included in this financial proposal.				
<b>Phase II</b>				
<b>I. Personnel Services</b>				
a. Expertise 1				
b. Expertise 2				
<b>III. Other Related Costs</b>				



2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
<b>III. Other Related Costs</b>				
<b>TOTAL</b>				
<b>GRAND TOTAL (Phase I and II)</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.