

# REQUEST FOR PROPOSAL (RFP) (RFP-BD-2019-038)

NAME & ADDRESS OF FIRM

DATE: September 9, 2019

REFERENCE: RFP-BD-2019-038

Dear Sir / Madam:

We kindly request you to submit your Proposal for Hiring a Firm for conducting study on Wind Assessment for Disaster Risk Management in Cox's Bazar District project of UNDP Bangladesh.

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

Proposals shall be submitted on or *before 4.30 p.m. (local time)* on Sunday, September 22, 2019 before the deadline indicated by UNDP in the eTendering system. Bids must be submitted in the online eTendering system in the following link: <a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a> using your username and password. If you have not registered in the system before, you can register now by logging in using

username: event.guest password: why2change and follow the registration steps as specified in the system user guide.

Your Proposal must be expressed in the English, and valid for a minimum period of 90 days You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on "Accept Invitation".

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.

The Financial Proposal and the Technical Proposal files <u>MUST BE COMPLETELY SEPARATE</u> and uploaded separately in the system and clearly named as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each document shall include the Proposer's name and address. <u>The file with the "FINANCIAL PROPOSAL" must be encrypted with a password so that it cannot be opened nor viewed until the Proposal has been found to pass the technical evaluation stage. Once a Proposal has</u>



been found to be responsive by passing the technical evaluation stage, UNDP shall request the Proposer to submit the password to open the Financial Proposal. The Proposer shall assume the responsibility for not encrypting the financial proposal. Please do not put the price of your proposal in the 'line items' in the system. Instead put 1 and upload the financial proposal as instructed above.

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

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

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

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

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

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

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

http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html

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:

https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscc/conduct\_english.pdf



Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Munir Hossain Operations Manager (a.i) 9/9/2019

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# **Description of Requirements**

# Context of the Requirement

An estimated 905,000 Rohingya have sought shelter in Cox's Bazar, Bangladesh from persecution in Myanmar in recent years, with more than 600,000 arriving as part of the influx following the August 2017 outbreak of violence. While benefiting from the generous hospitality offered to them by the people of Bangladesh, the scale of the crisis is such that Bangladesh cannot be expected to singlehandedly meet the most acute needs of the Rohingya refugees. Substantial additional support from the international community is required. The location, climate and topography of Cox's Bazar creates an environment where local communities are exposed to multiple natural hazards, and experience recurring extreme weather events. The influx of the Rohingya refugees has not only increased the size of the population at risk but is also driving the rapid creation of new risks due to deforestation, hill-cutting, and inadequate water and sanitation infrastructure. While these risks will primarily affect the Rohingya refugees, subsequent events such as intensified relief distribution, water use, and displacement are having spillover effects on the host communities. In addition, the utilization of local road networks, infrastructure, and local government capacity for Rohingya refugee response purposes is placing critical disaster management resources under pressure, which will be intensified if a disaster occurs within the camp. In support of Government and humanitarian actors' efforts to manage the seasonal and extreme weather events associated with the cyclone and rainy season, UNDP is implementing a project called Disaster Risk Management in Cox's Bazar District with the objective of reducing the seasonal weather and disaster vulnerability of at-risk Rohingya and Bangladeshi host communities through effective multi-hazard risk management. An important component of the project is support to the humanitarian community's Natural Hazards Task Force, which facilitates the production of hazard maps for the 34 Rohingya refugee camps. The experience gained since 2017 indicates that the camp settlements are particularly vulnerable to the damages induced by storm winds because of the fragile, non-permanent nature of the shelters construction and materials (mostly bamboo and tarpaulins). Cox's Bazaar is also routinely affected by cyclones. In the past four years, the district has been impacted by cyclones Mora in May 2017, Roanu in May 2016 and Komen in July 2015. It is anticipated that a cyclone making landfall near Cox's Bazar would likely have a significant destructive impact on camp housing and infrastructure. Initial wind studies considering an average cat.1 cyclone1 (135 km/h), have been developed by REACH in early 2019 for the main camps hosting over 630'000 Rohingya (hereafter referred to as Kutupalong Expansion Site). The results indicate that there are very few wind-sheltered places in the area. Although valley floors are generally less exposed than hilltops, the expected wind speed reduction is limited to only few tens km/h. Moreover, potentially sheltered areas may become exposed with changing wind direction. In support of the work of the Natural Hazards Task Force, UNDP is seeking the services of a consultancy firm to undertake a detailed wind assessment for three scenarios.

# Implementing Partner of UNDP

Objective of the Assignment:

Brief Description of the Required Services

The overall objective of the consultancy is to generate high-confidence wind field and wind hazard/susceptibility maps for the Kutupalong Expansion site (camps 1-20Ext) to support evidence-based site planning. This requires the contracted firm to undertake

Wind Assessment for Disaster Risk Management in Cox's Bazaar District



detailed wind assessment using appropriate state of the art modelling technologies to refine the results of the REACH study and expand the analysis to other wind scenarios. The three scenarios to be covered include:

- Cat.1 cyclone striking the eastern part of the Bay of Bengal with landfall near Cox's Bazar-Chittagong coast. The camp settlements will be on the right hand side of the cyclone path with dominant winds expected from SW-S-SE (i.e similar to cyclone Mora). Due to the displacement of the eye of the cyclone, the simulation will be representative of its position when the wind intensity is due to be maximal in the camp area.
- Active monsoon episode with strong, sustained, dominant winds from S-SSE:
- W to NW storm winds associated to Nor'westers (or Kalbaishakhi), more typical of the late winter, pre-monsoon season.

The wind assessment will aim at describing the detailed wind field in the Kutupalong Expansion Site (about 20 km²) at a resolution of 10m. It will provide information about wind speed (average and gusts) and direction at ground or immediately above ground level taking into account the camp topography.

#### Scope of Work

The required consultancy service shall include the following tasks but not limited to:

- 1. Elaborate a workplan for the assignment and agree on scaling from maps with UNDP;
- 2. Review and collect data from studies and historical information about cyclones, monsoon and Kalbaishaki/Nor'wester storms to elaborate realistic scenarios for model inputs, as required;
- 3. Develop and use combination of appropriate, state of the art, wind modelling software and tools to simulate the wind fields of the different scenarios in the Kutupalong Expansion Site;
- 4. Analyze and interpret model results to produce
  - Regional maps informing about the three general weather scenario simulated in the model(s) (scale as appropriate for the weather system);
  - Detailed result maps detailing the wind field in the Kutupalong Expansion Site (1:5'000);
  - Wind hazard/susceptibility maps for Kutupalong Expansion Site (1:5'000);
- Produce and submit a draft report to UNDP for review before finalization detailing the methodology, wind model, input data, results and recommendations; including all necessary annexes and executive summary;
- 6. Deliver finalized report taking into account UNDP feedback;
- 7. Liaise regularly with UNDP focal person about progress of work.

The consultancy firm will refer to existing literature and historical data for defining wind inputs and model calibration.



Wind hazard or susceptibility maps will be derived from the model results. The maps shall aim at identifying areas that are more and less wind-exposed. The consultancy will also provide an overall/combined interpretation in terms of wind hazard considering the different scenarios.

The consultancy will propose the appropriate use/combination of model(s) to achieve the above objectives.

Appendix A provides initial guidance on the availability of baseline data. The consulting team is anticipated to review these and adapt/complement them according to their knowledge and experience and to the local context as required.

1) Saffir-Simpson scale: 119-152km/h- 1 min sustained winds

# List and Description of Expected Outputs to be Delivered

Below are the required activities and expected outputs/deliverables based on the objectives and scope of work stated above:

Deliverables linked with specific Required Day

Establish a workplan of the assignment	1 day
Review and collect relevant information	2 days
Scenario development, wind model development, testing and calibration	7 days
Analysis of results and production of maps:	3 days
Regular coordination with UNDP CXB	2 days
Final report and annexes	5 days
Total	20 days over a period of one months

# Final Products/Services/Deliverables

- Workplan detailing the assignment.
- Regional maps informing about the three general weather scenario simulated in the model(s) (scale as appropriate for the wind system);
- Detailed result maps detailing the wind field in the Kutupalong Expansion Site
   (1:5'000) for each of the three scenarios;
- Wind hazard/susceptibility maps indicating most/least sheltered areas of the Kutupalong Expansion Site (1:5'000) for each of the three scenarios;
- Technical report detailing the methodology, wind model, input data, results and recommendations; including all necessary annexes and an executive summary
- All output data of models, technical report and annexes in hard and soft and copies (PDF, shapefile and/or raster).

Person to Supervise the Work/Performanc e of the Service Provider

The contracted firm will report to the DRR Project Manager in UNDP CXB. A performance evaluation will be carried out at the end of the assignment. The work will be guided and reviewed by the Disaster Risk Specialist of UNDP CXB, with support from the Natural Hazards Risk Analysis Taskforce of the ISCG2. 2) The Inter-Sector Coordination Group



	(ISCG) is the established mechanism to support the GoB in coordinating humanitarian
Fragues of	response to the refugees in Cox's Bazar district.  [As Indicate in the TOR
Frequency of Reporting	[AS mulcule in the TOK
Progress Reporting Requirements	As Indicate in the TOR
Location of work	<ul><li>☑ Exact Address/es [pls. specify]</li><li>☑ At Contractor's Location</li></ul>
Expected duration of work	The proposed time plan is estimated to be 20 days over a period of one month.  The work does not include any field visit. The consultancy will work from its office and will regularly inform UNDP about progress by email, skype and phone calls.
Target start date	01 October 2019
Latest completion date	30 November 2019
Travels Expected	☑ As indicated in the ToR
Special Security Requirements	☑ Not Required
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	☑ Others As indicated in the ToR
Implementation Schedule indicating breakdown and timing of activities/sub- activities	Required     Required
Names and curriculum vitae of individuals who will be involved in completing the services	☑ Required
Currency of Proposal	□ Local Currency BDT or USD for international
Value Added Tax on Price Proposal	☑ Must be inclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of	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



submission of	1		in writing, without any modification	
quotes)	whatsoever on th	ne Proposal.		
Partial Quotes	☑ Not permitted			
Payment Terms	Payment linked w	vith Milestone		
	Installments	Amount	Milestone	
	1 <sup>st</sup> Installment	20% of the total contract amount	Upon submission of the detailed workplan for execution of assignment by mid October 2019	
	Final Installment	80% of the total contract amount	Upon submission of final report, maps and model outputs, by 1 <sup>st</sup> week of November	
Person(s) to review/inspect/ approve outputs/complete d services and authorize the disbursement of payment	Project Manager DRR in UNDP CXB, and coordinate with the UNDP Project Manager			
Type of Contract	☑ Purchase Order			
to be Signed	☑ Institutional Contract			
Criteria for Contract Award	<ul> <li>☑ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)</li> <li>☑ Full acceptance of the UNDP Contract General Terms and Conditions (GTC).</li> <li>This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.</li> </ul>			
Criteria for the Assessment of Proposal	sessment of will be screened based on the minimum eligibility criteria mentioned below:			
The firm should be able to demonstrate that it has proven expertise and ex accomplish the assigned tasks. The firm should have sufficient human hardware, software and infrastructure to conduct the assessments and c quality output and results.				
	substantive ex firm(s)/organization	perience and qualif n(s)/research institute(s), b	enior and professional advice based on fications of the contracting ased on a team approach comprising earch institute(s) will be invited to submit	



a detailed delivery proposal along with suitable methodologies and CVs for the team leader and any other key experts (see below).

# Minimum eligibility criteria of the consultancy firm/organizations/research institutes:

- Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured
- Business Licenses Registration Papers, Tax Payment Certification, VAT/ BIN, Incorporation Certificate if Limited company etc.
- Latest Audited Financial Statement income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc.; (Last two fiscal years)
- Minimum 08 (Eight) years of operational experience to wind analysis and modelling. (Relevant Experience Certificate and work order must be attached with the proposal)
- Experience of conducting minimum three similar type of studies/assignments in the field of wind analysis within last 06 years.
- 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.

# Minimum Eligibility Criteria of the Team:

Based on the conceptual approach and methodology proposed to carry out the assignments described in this ToR, the Contractor shall define the composition of the best possible team of professionals in order to deliver the expected results. The roles and responsibilities of each team member (including the timing of his/her intervention) should be clearly described. The Contractors should include, besides the CVs of all the team members, a table summarizing their qualifications and competencies with regard to the assigned responsibilities.

The implementation team should include at minimum the following key experts:

# Minimum Eligibility Criteria of the Team:

# A. Senior advisor: One Person

#### **Educational Qualification:**

 At least a master's degree (preferably a PhD) in meteorology, climate science or related science

#### **Required Experience:**

 Minimum 15 years experiences in conducting international projects related to meteorology, wind analyses and assessments, weather forecasting, climate risk assessment, disaster risk reduction/management or related field.



# B. Wind assessment Expert: One Person

#### **Educational Qualification:**

• At least a master's degree (preferably a PhD) in meteorology, physics, natural sciences or any other related field of study from a recognized university.

#### **Required Experience:**

• Minimum 7 years' experience in the field of wind assessments and wind modelling.

# C. GIS Specialist: One Person

#### **Educational Qualification:**

• At least a master's degree in geoinformatics, geography, natural sciences or any other related field of study from a recognized university.

#### Required Experience:

• Minimum 3 years' experience in the field of GIS solutions and mapping products.

#### Note:

- 1) Consultancy firm(s), organization(s), research institute(s), consultant(s) that do not meet the above eligibility criteria shall not be considered for further evaluation. Necessary documentation including Legal documents-such as registration certificate must be submitted to substantiate the above eligibility criteria.
- 2) Consultancy firm(s), organization(s), research institute(s), consultant(s) must ensure availability of the technical resource persons in the team (as per proposed team composition) during the period of contract to render technical/oversight services as per requirement.
- 3) Consultancy firm(s), organization(s), research institute(s), consultant(s) who have worked in the project preparation phase and/or different implementation activities in implementing phase of the UNDP DRM Project shall not be eligible for this assignment.

#### **Technical Proposal (70%)**

- ☑ Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 30 %
- ☑ Management Structure and Qualification of Key Personnel 20 %

Su	Summary of Technical Proposal Evaluation Forms  Score Weight		Points Obtainable
1	Overall experience and Expertise of the organization	20%	20
2	Proposed Methodology, Approach and Implementation Plan	30%	30
3	Management Structure and Key Personnel	20%	20
	Total		70



	Tech	nical Proposal Evaluation Criteria	Score Weight	Points Obtainable
	1	Overall experience and Expertise of the organization		20
	1.1	Number of years' experience as a firm		7
	1.2	Relevant experience on similar Program / Projects	20%	10
	1.3	Experience on working with UN organization/ World Bank/ Other International agencies / National Governments		3
	2	Proposed Methodology, Approach and Implementation Plan		30
	2.1	Relevance and appropriateness of approaches in responding to the ToR		5
	2.2	Appropriateness and relevance of proposed methodology, model(s) and tools	30%	12
	2.3	Overall understanding of the proposed assignment in terms of work planning, timeline and products		8
	2.4	Risk Management & Overall flexibility, Monitoring, quality assurance technique		5
	3	Management Structure and Key Personnel		20
	3.1	Qualifications and Relevant experience of Senior Advisor		6
	3.2	Qualifications and Relevant years of experience of Wind assessment Expert	20 %	10
	3.3	Qualifications and Relevant years of experience of GIS Specialist		4
		Total	70 %	70
JNDP will award the contract to:	To be co	al Proposal (30%) computed as a ratio of the Proposal's offer to the lowes d by UNDP. and only one Service Provider	t price amo	ng the proposa
Contract General Ferms and Conditions	less th Applic	neral Terms and Conditions for de minimis co an \$50,000) able Terms and Conditions are available at: /www.undp.org/content/undp/en/home/pro- buy.html		
Annexes to this RFP	⊠ Gen ⊠ Deta	m for Submission of Proposal (Annex 2) eral Terms and Conditions / Special Conditions (A ailed TOR [Annexure-4) ers Written Declaration Form Annexure-05	Annex 3)	



Contact Person for Inquiries	bd.procurement@undp.org
(Written inquiries only)	Please mention the following in the subject while sending any query to UNDP regarding this RFP on or before 15 September 2019.  "Queries on RFP-BD-2019-038"
	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
Other Information [pls. specify]	



# FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL1

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>2</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) 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.

# 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.

<sup>&</sup>lt;sup>1</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>&</sup>lt;sup>2</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.

# (THE FOLLOWING TWO SECTION {D & E } SHOULD BE SUBMITTED AS PASSWORD PROTECTED FINANCIAL PROPOSAL)

D. Cost Breakdown per Deliverable\* - Price including all Direct and Indirect cost (VAT & TAX)

	Deliverables [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverable 1- Upon submission of the detailed workplan for execution of assignment by mid October 2019	20% of the total contract amount shall be paid upon submission of deliverables-01	
2	<b>Deliverable 2</b> - Upon submission of final report, maps and model outputs, by 1st week of November	80% of the total contract amount shall be paid upon submission of deliverables-02	
	Total	100%	

<sup>\*</sup>This shall be the basis of the payment tranches

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

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a . Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance		V 10.1-2-11.		
3. Communications				
4. Reproduction				



5. Equipment Lease		
6. Others		
III. Other Related Costs		

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



# **General Terms and Conditions for Services**

#### 1.0 LEGAL STATUS:

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

#### 2.0 SOURCE OF INSTRUCTIONS:

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

#### 3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

# 4.0 ASSIGNMENT:

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

#### 5.0 SUB-CONTRACTING:

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

#### 6.0 OFFICIALS NOT TO BENEFIT:

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

#### 7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This



provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

#### 8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

- **8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
  - 8.4.1 Name UNDP as additional insured:
  - **8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
  - **8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
  - **8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

#### 9.0 ENCUMBRANCES/LIENS:

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

# 10.0 TITLE TO EQUIPMENT:

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

# 11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

- 11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 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:
  - 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,
  - 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 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.
- 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

- Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, interalia 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.
- 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.
- 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:

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- 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.



# UNDP BANGLADESH – COX'S BAZAR Wind Assessment for Disaster Risk Management in Cox's Bazar District project TERMS OF REFERENCE (TOR)

# A. Project Title: Disaster Risk Reduction (DRR)

Wind Assessment for Disaster Risk Management in Cox's Bazaar District

#### B. Introduction

An estimated 905,000 Rohingya have sought shelter in Cox's Bazar, Bangladesh from persecution in Myanmar in recent years, with more than 600,000 arriving as part of the influx following the August 2017 outbreak of violence. While benefiting from the generous hospitality offered to them by the people of Bangladesh, the scale of the crisis is such that Bangladesh cannot be expected to singlehandedly meet the most acute needs of the Rohingya refugees. Substantial additional support from the international community is required.

The location, climate and topography of Cox's Bazar creates an environment where local communities are exposed to multiple natural hazards, and experience recurring extreme weather events. The influx of the Rohingya refugees has not only increased the size of the population at risk but is also driving the rapid creation of new risks due to deforestation, hill-cutting, and inadequate water and sanitation infrastructure. While these risks will primarily affect the Rohingya refugees, subsequent events such as intensified relief distribution, water use, and displacement are having spill-over effects on the host communities. In addition, the utilization of local road networks, infrastructure, and local government capacity for Rohingya refugee response purposes is placing critical disaster management resources under pressure, which will be intensified if a disaster occurs within the camp.

In support of Government and humanitarian actors' efforts to manage the seasonal and extreme weather events associated with the cyclone and rainy season, UNDP is implementing a project called Disaster Risk Management in Cox's Bazar District with the objective of reducing the seasonal weather and disaster vulnerability of at-risk Rohingya and Bangladeshi host communities through effective multi-hazard risk management. An important component of the project is support to the humanitarian community's Natural Hazards Task Force, which facilitates the production of hazard maps for the 34 Rohingya refugee camps.

The experience gained since 2017 indicates that the camp settlements are particularly vulnerable to the damages induced by storm winds because of the fragile, non-permanent nature of the shelters construction and materials (mostly bamboo and tarpaulins). Cox's Bazaar is also routinely affected by cyclones. In the past four years, the district has been impacted by cyclones Mora in May 2017, Roanu in May 2016 and Komen in July 2015. It is anticipated that a cyclone making landfall near Cox's Bazar would likely have a significant destructive impact on camp housing and infrastructure. Initial wind studies considering an average cat.1 cyclone<sup>1</sup> (135 km/h), have been developed by REACH in early 2019 for the main camps hosting over 630'000 Rohingya (hereafter referred to as Kutupalong Expansion Site). The results indicate that there are very few wind-sheltered places in the area. Although valley floors are generally less exposed than hilltops, the expected wind speed reduction is limited to only few tens km/h. Moreover, potentially sheltered areas may become exposed with changing wind direction.

In support of the work of the Natural Hazards Task Force, UNDP is seeking the services of a consultancy firm to undertake a detailed wind assessment for three scenarios.



#### C. Objective the Assignment:

The overall objective of the consultancy is to generate high-confidence wind field and wind hazard/susceptibility maps for the Kutupalong Expansion site (camps 1-20Ext) to support evidence-based site planning. This requires the contracted firm to undertake detailed wind assessment using appropriate state of the art modelling technologies to refine the results of the REACH study and expand the analysis to other wind scenarios. The three scenarios to be covered include:

- Cat.1 cyclone striking the eastern part of the Bay of Bengal with landfall near Cox's Bazar-Chittagong
  coast. The camp settlements will be on the right hand side of the cyclone path with dominant winds
  expected from SW-S-SE (i.e similar to cyclone Mora). Due to the displacement of the eye of the cyclone,
  the simulation will be representative of its position when the wind intensity is due to be maximal in the
  camp area.
- Active monsoon episode with strong, sustained, dominant winds from S-SSE;
- W to NW storm winds associated to Nor'westers (or Kalbaishakhi), more typical of the late winter, premonsoon season.

The wind assessment will aim at describing the detailed wind field in the Kutupalong Expansion Site (about 20 km<sup>2</sup>) at a resolution of 10m. It will provide information about wind speed (average and gusts) and direction at ground or immediately above ground level taking into account the camp topography.

#### D. Scope of Work

The required consultancy service shall include the following tasks but not limited to:

- 8. Elaborate a workplan for the assignment and agree on scaling from maps with UNDP;
- 9. Review and collect data from studies and historical information about cyclones, monsoon and Kalbaishaki/Nor'wester storms to elaborate realistic scenarios for model inputs, as required;
- 10. Develop and use combination of appropriate, state of the art, wind modelling software and tools to simulate the wind fields of the different scenarios in the Kutupalong Expansion Site;
- 11. Analyze and interpret model results to produce
  - Regional maps informing about the three general weather scenario simulated in the model(s) (scale as appropriate for the weather system);
  - o Detailed result maps detailing the wind field in the Kutupalong Expansion Site (1:5'000);
  - o Wind hazard/susceptibility maps for Kutupalong Expansion Site (1:5'000);
- 12. Produce and submit a draft report to UNDP for review before finalization detailing the methodology, wind model, input data, results and recommendations; including all necessary annexes and executive summary;
- 13. Deliver finalized report taking into account UNDP feedback;
- 14. Liaise regularly with UNDP focal person about progress of work.

The consultancy firm will refer to existing literature and historical data for defining wind inputs and model calibration.

Wind hazard or susceptibility maps will be derived from the model results. The maps shall aim at identifying areas that are more and less wind-exposed. The consultancy will also provide an overall/combined interpretation in terms of wind hazard considering the different scenarios.

The consultancy will propose the appropriate use/combination of model(s) to achieve the above objectives.



Appendix A provides initial guidance on the availability of baseline data. The consulting team is anticipated to review these and adapt/complement them according to their knowledge and experience and to the local context as required.

1) Saffir-Simpson scale: 119-152km/h- 1 min sustained winds

E. Expected Outputs / Deliverables	<b>Timeline</b> (starti <b>ng from</b> the date of contract signing)
Establish a workplan of the assignment	1 day
Review and collect relevant information	2 days
Scenario development, wind model development, testing and calibration	7 days
Analysis of results and production of maps:	3 days
Regular coordination with UNDP CXB	2 days
Final report and annexes	5 days
Total	20 days over a period of one months

#### F. Impact of Results

The results will be used as a scientific basis to gain better knowledge of expected wind patterns in the camps and will help to develop risk informed site planning, emergency preparedness and coordination.

#### G. Institutional Arrangement

The contracted firm will report to the DRR Project Manager in UNDP CXB. A performance evaluation will be carried out at the end of the assignment.

The work will be guided and reviewed by the Disaster Risk Specialist of UNDP CXB, with support from the Natural Hazards Risk Analysis Taskforce of the ISCG<sup>2</sup>.

<sup>2)</sup> The Inter-Sector Coordination Group (ISCG) is the established mechanism to support the GoB in coordinating humanitarian response to the refugees in Cox's Bazar district.

#### H. Duration of the Work and Duty Station

The proposed time plan is estimated to be 20 days over a period of one month.

The work does not include any field visit. The consultancy will work from its office and will regularly inform UNDP about progress by email, skype and phone calls.

#### I. Final Products/Services/Deliverables

- Workplan detailing the assignment.
- Regional maps informing about the three general weather scenario simulated in the model(s) (scale as appropriate for the wind system);
- Detailed result maps detailing the wind field in the Kutupalong Expansion Site (1:5'000) for each of the three scenarios;
- Wind hazard/susceptibility maps indicating most/least sheltered areas of the Kutupalong Expansion Site (1:5'000) for each of the three scenarios;
- Technical report detailing the methodology, wind model, input data, results and recommendations; including all necessary annexes and an executive summary
- All output data of models, technical report and annexes in hard and soft and copies (PDF, shapefile and/or raster).

### J. Qualification of the Successful Agency/ Firm

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This is a high-profile assignment requiring senior and professional advice based on substantive experience and qualifications of the contracting firm(s)/organization(s)/research institute(s), based on a team approach comprising different experts. The firm(s)/organization(s)/research institute(s) will be invited to submit a detailed delivery proposal along with suitable methodologies and CVs for the team (see below).

#### Minimum eligibility criteria of the consultancy firm/organizations/research institutes:

- Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured
- Business Licenses Registration Papers, Tax Payment Certification, VAT/ BIN, Incorporation Certificate if Limited company etc.
- Latest Audited Financial Statement income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc.; (Last two fiscal years)
- Minimum 08 (Eight) years of operational experience to wind analysis and modelling. (Relevant Experience Certificate and work order must be attached with the proposal)
- Experience of conducting minimum three similar type of studies/assignments in the field of wind analysis within last 06 years.
- 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.

#### Minimum Eligibility Criteria of the Team:

#### D. Senior advisor: One Person

#### **Educational Qualification:**

- At least a master's degree (preferably a PhD) in meteorology, climate science or related science Required Experience:
- Minimum 15 years experiences in conducting international projects related to meteorology, wind analyses and assessments, weather forecasting, climate risk assessment, disaster risk reduction/management or related field.

#### E. Wind assessment Expert: One Person

#### **Educational Qualification:**

• At least a master's degree (preferably a PhD) in meteorology, physics, natural sciences or any other related field of study from a recognized university.

# Required Experience:

• Minimum 7 years' experience in the field of wind assessments and wind modelling.

### F. GIS Specialist: One Person

#### **Educational Qualification:**

• At least a master's degree in geoinformatics, geography, natural sciences or any other related field of study from a recognized university.

#### Required Experience:

• Minimum 3 years' experience in the field of GIS solutions and mapping products.

#### Note:

4) <u>Consultancy firm(s)</u>, <u>organization(s)</u>, <u>research institute(s)</u>, <u>consultant(s)</u> that do not meet the above eligibility criteria shall not be considered for further evaluation. Necessary documentation including Legal documents-such as registration certificate must be submitted to substantiate the above



- eligibility criteria.
- 5) Consultancy firm(s), organization(s), research institute(s), consultant(s) must ensure availability of the technical resource persons in the team (as per proposed team composition) during the period of contract to render technical/oversight services as per requirement.
- 6) Consultancy firm(s), organization(s), research institute(s), consultant(s) who have worked in the project preparation phase and/or different implementation activities in implementing phase of the UNDP DRM Project shall not be eligible for this assignment.

# K. Scope of Bid Price and Schedule of Payments

Remuneration of the successful agency will be fixed, and bids should be submitted on this basis. No adjustment will be given for the period and determined by the specified outputs as per this ToR. The price should take into account all HR costs and professional fees, instrument rent, travel costs, DSA, subsistence and ancillary expenses.

UNDP shall effect payments, by bank transfer to the consultancy firm's bank account, upon acceptance by UNDP of the deliverables specified in the ToR. Payments will be made in tranches based on the following percentages and milestones:

Installments	Amount	Milestone	
First Installment	20%	Upon submission of the detailed workplan for execution of assignment by mid October 2019	
Final Installment	80%	Upon submission of final report, maps and mode outputs, by 1st week of November	

Invoices shall indicate the milestones achieved and corresponding amount payable.

The contracting agency should follow the plan and procedures as outlined in the work contract. Payment will be made through Electronically Fund Transfer (EFT) to the account of the consulting firm. For each installment, the firm has to submit a request letter duly signed and describing the agreed accomplishment. The final payment will be made upon acceptance of the final reports, soft files and hard data.

#### L. Evaluation

A cumulative analysis weighted-scoring method will be applied to evaluate the firm. The award of the contract will be made to the tenderer whose offer has been evaluated and determined as:

- a) Responsive/ compliant/ acceptable with reference to this ToR, and;
- b) Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation, with the ratio set at **70**: **30** respectively (this is to reflect the high level skills mix required).

Only firms obtaining a minimum of 70% of achievable score (i.e.49 points) in the technical analysis would be considered for financial appraisal, and ultimately therefore, for contracting.

#### Technical Evaluation Criteria/Basis of scoring:

Su	mmary of Technical Proposal Evaluation Forms	Score Weight	Points Obtainable
1	Overall experience and Expertise of the organization	20%	20
2	Proposed Methodology, Approach and Implementation Plan	30%	30
3	Management Structure and Key Personnel	20%	20



Total	70
1000	/0

Tech	nical Proposal Evaluation Criteria	Score Weight	Points Obtainable
1	Overall experience and Expertise of the organization	20%	20
1.1	Number of years' experience as a firm		7
1.2	Relevant experience on similar Program / Projects		10
1.3	Experience on working with UN organization/ World Bank/ Other International agencies / National Governments		3
2	Proposed Methodology, Approach and Implementation Plan	30%	30
2.1	Relevance and appropriateness of approaches in responding to the ToR		5
2.2	Appropriateness and relevance of proposed methodology, model(s) and tools		12
2.3	Overall understanding of the proposed assignment in terms of work planning, timeline and products		8
2.4	Risk Management & Overall flexibility, Monitoring, quality assurance technique		5
3	Management Structure and Key Personnel	20 %	20
3.1	Qualifications and Relevant experience of Senior Advisor		6
3.2	Qualifications and Relevant years of experience of Wind assessment Expert		10
3.3	Qualifications and Relevant years of experience of GIS Specialist		4
1,00	Total	70 %	70



# Appendix A

Baseline data availability include but is not limited to:

- The ISCG and the humanitarian agencies intervening to support the refugees have extensive data
  at disposal; these include 0.5m resolution drone imagery and digital elevation model (DEM) of
  the camps; camp boundaries, shelter footprint, infrastructures, information about number,
  location, and types of shelters; population figures, including specific vulnerable groups, etc. Besides
  this data, flood, storm surge and landslides susceptibility maps have been produced in the previous
  months. Most of this information is accessible via the <u>Humanitarian Response</u> or <u>HDX</u> platforms or
  upon request.
- Bangladesh Meteorological Department and Norvegian Meteorological Institute. Climate of Bangladesh. MET report no. 08/2016. ISSN 2387-4201
- · Various GIS data available through the GeoDASH initiative by the Governament of Bangladesh
- ASTER GDEM; 30m resolution (new V3 release 5<sup>th</sup> August 2019)
- Humanitarian Open StreetMap data (HOTOSM); available on HDX
- UNISDR Global model of cyclone wind
- International Best Track Archive for Climate Stewardship (IBTrACS)
- Global Weather Forecast Systems such as ECMWF or GFS



Annex 5

# **Declaration**

Date:

United Nations Development Programme UNDP Registry, IDB Bhaban, Agargaon Sher-E-Bangla Nagar, Dhaka, Bangladesh

Assignment: Hiring a Firm for conducting study on Wind Assessment for Disaster Risk Management in Cox's Bazar District project of UNDP Bangladesh.

Reference: RFP-BD-2019-038

Dear Sir,
I declare that ...... is not in the UN Security Council 1267/1989
List, UN Procurement Division List or Other UN Ineligibility List.

Yours Sincerely,

Q.