



## **Request for Proposal (RFP)**

Ref.:RFP\_008\_09

Date: 14<sup>th</sup> August 2009

Dear Sir/Madam,

**Subject: RFP for the provision of consultancy services for developing a National Risk Profile for Laos**

1. You are requested to submit a proposal for consultancy services for **Developing a National Risk Profile for Laos**, as per enclosed Terms of Reference (Annex III).
2. To enable you to submit a proposal, attached are:
  - i. Instructions to Offerors ..... (Annex I)
  - ii. General Conditions of Contract..... (Annex II)
  - iii. Terms of Reference (TOR)..... (Annex III)
  - iv. Proposal Submission Form .....(Annex IV)
  - v. Price Schedule .....(Annex V)
3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than **15:00 hrs Vientiane time 28<sup>th</sup> August 2009**

**United Nations Development Programme Lao PDR**  
**Lanexang Ave, PO BOX 345,**  
**Vientiane, Lao PDR**  
**Attention: Procurement Unit**  
**E-mail:diyer.rasulov@undp.org with cc to surith.sengsavang@undp.org**  
**Tel. (+856-021) 267765**

4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.

Yours sincerely,

**Javier Barrantes**  
**Deputy Resident Representative**  
**UNDP Lao PDR**

## Instructions to Offerors

### A. Introduction

#### 1. General

Purpose of RFP is to look for a qualified company to develop a National Risk Profile for Laos  
Background and objectives of the assignment are as follow:

#### **Background**

Understanding of risk and vulnerability is considered to be the foundation for effective disaster management capacity building. As the National Disaster Management Agency embarks on the exercise to develop a National Disaster Management plan, information on the existing risk and vulnerabilities will help contribute to a focused strategy to address risks. To understand the level of risk, first it is important to know the degree to which populations and the conditions under which they live are exposed to hazards. The second element of risk assessment is vulnerability analysis. This analysis addresses all the vulnerable components in a given geographical area. It is proposed that a study be conducted to develop a National Risk Profile of Lao PDR.

The purpose of the current study is twofold: (a) To create an evidence base of the risks facing to the country to feed into the National DM plan; (b) To generate baselines for formulating long-term DRM programme in Laos with an aim to establishing the national DRR system, a national platform for risk management and monitoring.

Overall objective of this study is to carry out a preliminary analysis in relation to various natural and environmental/industrial hazards prevailing in the country and their associated risks.

Specific objectives of the study include:

To map out all hazard-prone areas and respective hazard zones based on historic disaster events.

To identify and assess the exposure of people, property, critical facilities, infrastructure, and economic activities to these hazards.

To preliminarily assess the potential damage state of the identified elements at risk with reference to expected hazard intensities.

To create preliminary national multi-hazard risk profiles in terms of hazard and sector to identify priorities for National Disaster Risk Reduction Strategies. Risk should be expressed as potential losses (human and financial) *rather than relative levels of risk*.

#### **Objective of the assessment**

Overall objective of this study is to carry out a preliminary analysis in relation to various natural and environmental/industrial hazards prevailing in the country and their associated risks.

Specific objectives of the study include:

1. To map out all hazard-prone areas and respective hazard zones based on historic disaster events.
2. To identify and assess the exposure of people, property, critical facilities, infrastructure, and economic activities to these hazards.
3. To preliminarily assess the potential damage state of the identified elements at risk with reference to expected hazard intensities.

4. To create preliminary national multi-hazard risk profiles in terms of hazard and sector to identify priorities for National Disaster Risk Reduction Strategies. Risk should be expressed as potential losses (human and financial) *rather than relative levels of risk*.

## 2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

## B. Solicitation Documents

### 3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

### 4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organisation's mailing address or fax number indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

### 5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

## C. Preparation of Proposals

### 6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English language. Any printed literature furnished by the Offeror may be written in another

language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

## 7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8 and 9;
- (d) Proposal security.

## 8. Proposal form

The Offeror shall structure the operational and technical part of its Proposal as follows:

### (a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organisational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UNDP entity.

### (b) Resource plan

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

### (c) Proposed methodology

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

**The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.**

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked “proprietary” next to the relevant part of the text and it will then be treated as such accordingly.

## 9. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

## 10. Proposal currencies

**All prices shall be quoted in US dollars only.**

## 11. Period of validity of proposals

Proposals shall remain valid for ninety **(120) days** after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

## 12. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each “Original Proposal” and “Copy of Proposal” as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

## 13. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

## D. Submission of Proposals

### 14. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

- addressed to –

**Procurement Unit  
United Nations Development Programme Lao PDR  
Lanexang Ave, PO BOX 345,  
Vientiane, Lao PDR**

and,

- marked with –

**“RFP/\_\_\_/\_\_\_ for provision of consultancy services for developing a National Risk Profile for Laos”**

(b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked **“Original”** and **“Copy”**. **The second inner envelope shall include the price schedule duly identified as such.**

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal’s misplacement or premature opening.

#### **15. Deadline for submission of proposals**

**Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than 15:00 hrs Vientiane time 28<sup>th</sup> August 2009.**

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **16. Late Proposals**

**Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.**

#### **17. Modification and withdrawal of Proposals**

The Offeror may withdraw its Proposal after the Proposal’s submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

## **E. Opening and Evaluation of Proposals**

### **18. Opening of proposals**

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UNDP entity.

### **19. Clarification of proposals**

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

### **20. Preliminary examination**

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

### **21. Evaluation and comparison of proposals**

A two-stage procedure is utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation will be compared. The contractor will be awarded to the Contractor offering the lowest price.

### ***Technical Evaluation Criteria***

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organisation submitting Proposal	20%	200					
2.	Proposed Work Plan and Approach	60%	600					
3.	Personnel	20%	200					
<b>Total</b>			<b>1000</b>					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm / Organisation Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Note: The score weights and points obtainable in the evaluation sheet are tentative and should be changed depending on the need or major attributes of technical proposal.

Expertise of firm/ team / individual submitting proposal	Points obtainable	Company / Other Entity				
		A	B	C	D	E
<b>General Qualifications</b>						

1	Reputation of Organization and Staff (Competence / Reliability)	30					
2	General Organizational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organization, strength of project management support e.g. project financing capacity and project management controls)	30					
3	Relevance of specialized knowledge and experience	30					
4	Experience on Similar Programme / Projects (i.e. conducting Hazard, Risk and Vulnerability Assessments)	80					
5	Experience on similar and/or related Projects in the Region	10					
6	Work for UNDP/ major multilateral/ or bilateral programmes	20					
		<b>200</b>					

Proposed Work Plan and Approach		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
1	To what degree does the firm/candidate understand the task?	50					
2	Have the important aspects of the task been addressed in sufficient detail?	50					
3	Is the conceptual framework adopted appropriate for the task?	150					
4	Is the scope of the task well defined and does it correspond to the TOR?	150					
5	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	200					
		<b>600</b>					

<b>Personnel - Suitability for the Project</b>	<b>Points Obtainable</b>	<b>Company / Other Entity</b>
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			A	B	C	D	E
1	Completeness of the team composition as required in the TOR	80					
2	Professional qualifications of the team and competence for the assignment	80					
3	Suitability for the Project: - International experience - Local experience - Knowledge of the region	40					
		<b>200</b>					

## F. Award of Contract

### 22. Award criteria, award of contract

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

### 23. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

### 24. Signing of the contract

Within 5 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

### 25. Performance security

Within 30 days of the receipt of the Contract from the Purchaser, the successful Offeror shall provide the performance security on the Performance Security Form provided in the Solicitation Documents and in accordance with the Special Conditions of Contract.

Failure of the successful Offeror to comply with the requirement of Clause 24 or Clause 25 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security if any, in which event the Purchaser may make the award to the next lowest evaluated Offeror or call for new Proposals.

**General Conditions of Contract****1. LEGAL STATUS**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis 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. 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 which may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

**3. 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. 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. 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 with the provisions of this Contract.

**6. 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. 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. 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 its 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:

(i) Name UNDP as additional insured;

(ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;

(iii) Provide that 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 UNDP with satisfactory evidence of the insurance required under this Article.

## **9. 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 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. 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. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

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, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the

Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

## **12. 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 the United Nations in connection with its business or otherwise.

## **13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.

13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

## **14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

14.1 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 which are beyond the control of the Parties.

14.2 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 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 UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, 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.

14.3 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, 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.

## **15. TERMINATION**

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" 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. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

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, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

## **16. 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, or relating to 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**

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## **17. 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. 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 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 UNDP before the payment thereof and 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 UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

#### **19 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. 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. 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. AUTHORITY TO MODIFY**

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

**Terms of Reference  
Developing a National Risk Profile for Laos**

**1. Background & Context**

**Natural Disasters in Laos – An overview**

Most of the northern and central parts of Lao PDR are rugged and mountainous. The country experiences natural disasters in a cyclical manner. With a population of 5.7 million, the country is divided into 18 provinces, 142 districts and 11,386 villages. With average per capita income of US\$ 375, Lao PDR is classified as one of the least developed countries<sup>1</sup>.

Annual river floods and flash floods (resulting from soil erosion, deforestation and increased runoffs), landslides, forest and community fires, acute water shortages during specific months of the year and occasional wind storms and typhoons, agriculture pest and rodent infestations, animal and human epidemics pose key hazards with which the local communities have been coping for years, in their own ways.

As per NDMO statistics recorded for annual events during 1966-1999, floods and droughts are the most serious disasters for the country in terms of damage costs, with US\$ 104,897,400- damage caused by floods; US\$ 59,700,000.- damage caused by drought and for some years (1972, 1979, 1986, 1991, 1993 and 1997-1999) flood and drought damage assessed together amounting to US\$ 77,654,927.-

In 2002, floods affected over 4.3 million people and in 2005 this number was over 4.5 million people in 13 provinces. Comparatively, storms and droughts in 2005 affected 1.6 million and 56,916 persons respectively. Over 1.2 million persons were assessed by NDMO as those under flood impact during 2003-2004.

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<sup>1</sup> Statistics provided by NDMO

Over 27 major floods have been experienced by Lao PDR in the past 35 years, with average recurrence of every 1.5 years. During 1966-2001, a total of 17 severe floods were faced. Combined with rodent infestations, these floods have significantly impacted agricultural production. The NDMO reports 1,000 incidents of fire during 1997-2000.

It is evident that floods, droughts, wind storms and fires (combined with other man-made disasters like UXO, road accidents and epidemics) have been recurrent events for Lao PDR. Though not national disasters on a large-scale, these hazards have destroyed human, social and physical capital and have further derailed social and economic development.

Given that Lao PDR is highly dependent on natural resources for economic and social development, it is imperative to control the human and economic losses resulting from recurrent natural disasters in order to sustain longer-term development.

In addition to the above, technological and industrial disasters and the threat of Avian and Human Influenza (AHI) are potential realities for Lao PDR given its economic growth and increased exposure to tourism.

These recurrent natural hazards often result in human and economic losses, mainly affecting poor rural communities whose livelihoods depend heavily on agricultural activities. Therefore, in order for Lao PDR to achieve Millennium Development Goals (MDG), in particular, MDG 1, Poverty Reduction, it is imperative to enhance disaster risk reduction, preparedness and response capacities in the Lao PDR. The Lao PDR has committed itself to the Hyogo Framework of Action for 2005 to 2015: Building the resilience of nations and communities to disasters, and the ASEAN Agreement for Disaster Management and Emergency Response (AADMER). In line with the United Nations Development Assistance Framework (2007-2011) as well as CPAP, UNDP is committed to support the Government of Lao PDR, in particular, NDMO to build capacities to achieve the primary goal of the disaster risk reduction/disaster management, which is to substantially reduce losses in lives, social, economic and environmental assets.

### **Institutional set up for Disaster Management**

The country through a prime ministerial decree established a National Disaster Management Committee as an apex policy making body and National Disaster Management Office to provide the secretarial and operational support to the NDMC. The decree also provided for setting up disaster management committees at the provincial and district levels and disaster protection unit at the village level. Subsequently in 2005, an internal decree of the Ministry of Labour and Social Welfare, under which the NDMO functions, developed a “Strategic Plan for Disaster Risk Management for Lao PDR”. Core principles of the strategic plan included a strong emphasis on Risk Reduction, Preparedness and community self reliance” The NDMO was mandated to “coordinate and organize disaster preparedness, prevention and recovery and response activities. In line with its mandate, the National Disaster Management Office initiated the process of development of a National Disaster Management plan. A multi stakeholder workshop held in July 2008 with representation from line ministries, ASEAN and UN agencies jointly drafted a framework for the Disaster Management Plan. The follow up to this process was later disrupted due to floods in August 2008. Following the floods, the UNDP country office worked with the Government and developed a project initiation plan which included components of assistance for recovery from floods and also support to continue the development of the Disaster Management Plan. It is expected that once the National DM plan is developed, it should help unify disaster management practices in the Lao PDR under common goals. NDMC and its secretariat, the NDMO will be the custodian of the National Disaster Management Plan, in accordance with their mandates.

Understanding of risk and vulnerability is considered to be the foundation for effective disaster management capacity building. As the National Disaster Management Agency embarks on the exercise to develop a National Disaster Management plan, information on the existing risk and vulnerabilities will help contribute to a focused strategy to address risks. To understand the level of risk, first it is important to know the degree to which populations and the conditions under which they live are exposed to hazards. The second element of risk assessment is vulnerability analysis. This analysis addresses all the vulnerable components in a given geographical area. It is proposed that a study be conducted to develop a National Risk Profile of Lao PDR.

The purpose of the current study is twofold

- To create an evidence base of the risks facing to the country to feed into the National DM plan;
- To generate baselines for formulating long-term DRM programme in Laos with an aim to establishing the national DRR system, a national platform for risk management and monitoring.

## 2. Objectives

Overall objective of this study is to carry out a preliminary analysis in relation to various natural and environmental/industrial hazards prevailing in the country and their associated risks.

Specific objectives of the study include:

- To map out all hazard-prone areas and respective hazard zones based on historic disaster events.
- To identify and assess the exposure of people, property, critical facilities, infrastructure, and economic activities to these hazards.
- To preliminarily assess the potential damage state of the identified elements at risk with reference to expected hazard intensities.
- To create preliminary national multi-hazard risk profiles in terms of hazard and sector to identify priorities for National Disaster Risk Reduction Strategies. Risk should be expressed as potential losses (human and financial) *rather than relative levels of risk*.

## 3. Scope and Context

- Development of multi-hazard profiles
  - Systematic description of the physical characteristics of hazards and of various descriptors including sources of threats, magnitude, duration, frequency, probability, extent and intensity field (spatial distribution of intensity).
  - Collection of hazard zoning maps and plausible hazard event scenarios for the major hazards prevailing in Laos, i.e. wind storms, floods, and droughts, and earthquakes.

*[Note: (1) All hazard and event scenarios should be built for the predefined return periods, i.e. 25, 50, 100, 200, 500, 1000 years in order that all risks are comparable for the various types of hazards].*

- **Inventory of multi-sectoral exposures** for the following elements at risk:
  - Population in terms of its poverty or vulnerability;
  - Buildings in terms of their structure type (wood-framed, concrete-framed, steel-framed, etc. ) and functionality (i.e. residential, commercial, industrial, and public);
  - Livelihoods, i.e. livestock, crops, industries (the number, location and extent of exposure);

- Critical facilities, i.e. healthcare (hospitals, clinics, basic health unit, etc.), educational institutions (university, college, school, etc.), warehouses, stockpiles, banks, police stations, fire stations, etc.; and
- Infrastructures, i.e. roads, bridges, airports, ports, railways, dams, telecommunication network, power supply, etc.
- **Development of a comprehensive national risk profile**, which reflects multi-hazard and multi-sectoral principles. The analysis unit for risk aggregation is proposed to be at least at the District level under the jurisdiction of the Central Government. Other units of analysis could be also considered in terms of the special requirements of the stakeholders.
- **Identification of national high-risk areas** in terms of different hazard type and sectors and relevant disaster risk reduction and response options.

#### **4. Key Activities**

##### **(a) Comprehensive analysis of country situation**

- Identify and evaluate hazard and risk assessment studies that has done in both the country and the region;
- Identify all existing data sources and evaluate their availability, accessibility, and quality; identify data gaps and possible solutions to fill these gaps;
- Identify and evaluate Institutional capacity and professional expertise existing in the country;
- Identify existing DRR strategy, action plans, policy, regulations, etc.
- Identify current status and baselines, issues and challenges, national strength and weakness, external support needs are identified in the context of national risk assessment.

##### **(b) Hazard Profiling**

- Analyze environmental background in the context of hazard origins, in terms of global warming, changes in monsoon pattern, sprawling urbanization, and environmental degradation;
- Catalog historic hazard events, i.e. the physical characteristics of hazards and a determination of various descriptors including sources of threats, magnitude, duration, frequency, probability, extent and intensity field (spatial distribution of intensity);
- Delineate and characterize hazard-prone areas including hazard zoning;
- Identify sources of threats, e.g. earthquake epi-centers, cyclone track patterns;
- Characterize hazards in terms of their frequency and seasonality of occurrence;
- Develop comprehensive probabilistic hazard/event intensity fields;
- Identify most plausible event scenarios for the given timeframes.

##### **(c) Exposure assessment**

- Create comprehensive categorization of the targeted elements at risk (i.e. population, buildings, livelihoods, critical facilities, and infrastructures) in terms of the hazard types selected;
- Create exposure datasets for relevant elements at risk using GRID method or asymmetric mapping methods;
- Conduct QAQC (Quality Assurance and Quality Control) for each dataset created.

##### **(d) Vulnerability assessment**

- Create simple hazard intensity-damage relationship based on expert knowledge or derivation from the neighboring countries;
- Create simple damage-loss algorithms for each category of elements at risk.
- Identify damage state of the elements at risk by overlaying hazard maps with exposure maps.

### **(e) Risk estimation and profiling**

- Calculate probable maximum losses (PMLs) to life, property, livestock, facilities, and infrastructure for each hazard / event scenarios (return period = 25, 50, 100, 200, 500, 1000 years);
- Profile risk by hazard, district, elements at risk, and timeframe;
- Create thematic and composite risk maps for relevant timeframes.\

### **(f) Identification of high-risk areas and relevant disaster risk reduction and response options**

- Identify high-risk areas in the country by mapping the geospatial distribution of risks to different sectors;
- Propose possible risk reduction solutions in terms of the social-economic situation and public concerns of the country.

## **5. Deliverables**

- A synthesis report, including a non-technical executive summary, covering the content as follows:
  - A comprehensive well-structured description of national multi-hazard risk profile; highlighting major hazards, risk patterns and their driving factors; general patterns of risk; potential partners
  - A comprehensive inventory of existing data sources, data gaps and associated solutions;
  - A synthesis report, together with a non-technical executive summary,, as well as the country situation in the context of DRR including risk identification and assessment; Institutional capacities and gaps; sources of risk information and existing information gaps (academic and scientific institutions, NGOs etc);
  - A set of recommendations for disaster risk reduction and disaster response; and
  - Recommendations for future studies.
- A set of national risk maps in electronic formats, together with relevant thematic data layers, data tables, base maps, which are used to produce those maps.
- A well-structured documentation of all the methodologies used in the study
- A project workshop to disseminate the key findings and to explain the implications of the national risk profile to national DM strategy and plan.

## **6. Implementation Approach and Team**

The National Disaster Management Office and UNDP Laos will take overall responsibility for overall supervision and monitoring of the project implementation. The team of consultants will primarily implement the project, with support from Government counterparts in accessing and oversight of information and data. In addition, BCPR's Disaster Reduction Team's Global Risk Identification Project will provide technical backstopping in reviewing the methodologies proposed by the consultants and the project outcomes such as national risk profile in midway and when completed.

The implementation team ideally includes the following key professionals:

- Hydro-meteorologists
- Seismologist (optional)
- A structural engineer
- A social-economic scientist
- GIS specialists

## **7. Monitoring and evaluation**

The project will be monitored and evaluated based on a result-oriented approach. It is suggested that the consultants firm set up milestones for the course of the project implementation. Milestones should be included in the proposal to be submitted by interested parties/consultancy firms.

### **8. Implementation Plan**

The duration of the project is 6 months and no expectations for any extension. A detailed implementation plan should be elaborated in the proposal indicating key milestones as per deliverable prescribed in this terms of reference.

### **9. Qualification Requirements**

The consultancy firm must possess the following minimum requirements as follows:

- 3-5 years of experience in providing similar and/or related consultancy services to UN organizations, national government and other institutions.
- Specific relevant experience in the area of sociological and economic research, disaster risk management, community development and social development fields
- Experience in risk and hazard assessment
- With adequate human resources and/or experts and specialist in the field required for the study, preferably with related experience on risk assessment.
- Conceptual and working knowledge of disaster risk management, risk reduction and development links
- Strong knowledge of the local socio-economic and overall development context of Lao PDR.

**PROPOSAL SUBMISSION FORM**

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services (profession/activity for Project/programme/office) for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 120 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive.

Dated this day /month of year

Signature/stamp

(In the capacity of)

Duly authorised to sign Proposal for and on behalf of

## PRICE SCHEDULE

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18. '

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

In addition to the hard copy, if possible please also provide the information on diskette (IBM compatible).

<b>Price Schedule:</b>					
<b>Request for Proposals for Services</b>					
<b>Description of Activity/Item</b>		<b>Number of Months</b>	<b>Monthly Rate</b>	<b>Estimated Amount</b>	
<b>1.</b>	<b>Remuneration (List of Team Members)</b>				
1.1	Task Manager/Team Leader				
1.2	Expert 1:				
1.3	Expert 2:				
1.4	Expert 3:				
1.5	Expert 4:				
1.6	Expert 5:				
	<b>Total for Remuneration</b>				
<b>Description of Activity/Item</b>		<b>Unit</b>	<b>Qty</b>	<b>Unit Cost</b>	<b>Estimated Amount</b>
<b>2.</b>	<b>Out of Pocket Expenses</b>				
2.1	Travel				
2.2	Per Diem Allowances				
2.3	Communications				
2.4	Reproduction and Reports				

2.5	Use of Equipment and other items				
2.6	Local transportation costs				
2.7	Workshops				
	<b>Total for Out of Pocket Expenses</b>				
	<b>Total for the Project</b>				

Dated this day /month of year

Signature/stamp

(In the capacity of)

Duly authorised to sign Proposal for and on behalf of