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## REQUEST FOR PROPOSAL (RFP)

International Open Bidding	DATE: April 8, 2014
	REFERENCE: RFP/UNDP/INDIA/2014/005 (re-advertised)

Dear Sir / Madam:

We are inviting proposals from **Legal Firms** to “**develop strategies for incorporating coastal and marine biodiversity conservation considerations into sector policies and guidelines of production sectors in the East Godavari River Estuarine Ecosystem (EGREE), Andhra Pradesh**”

Please be guided by the form attached hereto as Annex 2 & 3, in preparing your Proposal.

Your proposal comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach on or before **April 23, 2014, 1730 hrs. (IST)** at the address below:

**United Nations Development Programme  
55, Lodi Estate,  
New Delhi – 110 003  
Attention: Procurement Department  
Fax: 91-11-24627612**

If the technical and financial proposals are not submitted in separate sealed envelopes, proposal will be rejected.

Please also provide technical proposal and its annexures (scanned copies in **ONE PDF FILE**) in a CD/DVD; and can be kept in the envelope containing hard copy technical proposal. PLEASE NOTE THAT CD/DVD should not contain Financial Proposal.

Your Proposal must be expressed in English language and valid for a minimum period of One Hundred and Twenty (120) days.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

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

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

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

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

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

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

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

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions>

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link: [http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Yours sincerely,

Mr. Srinivasan Iyer  
Assisant Country Director, E&E Unit  
UNDP India

**Description of Requirements**

Context of the Requirement	Legal firm to review existing plans and policies to incorporate coastal and marine biodiversity considerations for the GoI-GEF-UNDP project “Mainstreaming Coastal and Marine Biodiversity into Production Sectors in the East Godavari River Estuarine Ecosystem, Andhra Pradesh”
Implementing Partner of UNDP	Ministry of Environment and Forests, Government of India and Department of Forests, Government of Andhra Pradesh
Brief Description of the Required Services	<p>The following are the key initiatives expected:</p> <ul style="list-style-type: none"> <li>• Conduct detailed desk review to assess the current status/ overview/ situation analysis of the overall relevant policies and guidelines of coastal and marine biodiversity conservation and governance situation in EGREE. The dialogue and follow-up process will be led by the EGREE Foundation;</li> <li>• Review all relevant key policy, legal and institutional issues that govern / affect coastal and marine biodiversity conservation in EGREE context;</li> <li>• Identify key barriers and challenges for the effective incorporation of coastal and marine biodiversity conservation considerations in different sector policies and guidelines for effective coastal and marine biodiversity management in the country in view of the relevant production sectors;</li> <li>• Stocktaking of all existing activities related to the coastal and marine biodiversity conservation in the EGREE, literature review and analysis (national and international), conduct field visits to relevant sites and discussion with stakeholders;</li> <li>• Review International best policies and guidelines that can be incorporated for mainstreaming coastal and marine biodiversity conservation considerations at EGREE;</li> <li>• Conduct national, international and state policy survey to document best policies on environmental mainstreaming of coastal and marine biodiversity into production sector practices and operations and collate information on situations where such approach may be invoked for incorporating into policies and guidelines;</li> <li>• Study existing policies and guidelines of each sector policy such as Fisheries policy, Agriculture Policy, Industrial Policy, Shipping Policy, Tourism Policy, Forest Policy and Wild Life (Protection) Act, 1972 (to ensure that it explicitly addresses the needs of coastal and marine ecosystems) and determine how they can be more explicit on the special requirements of ecologically sensitive coastal and marine areas such as EGREE;</li> <li>• Identify and develop methodologies on the minimum standards that should be observed and incorporated by different economic activities in order to maintain the integrity of ecologically sensitive areas along Andhra’s coastline, such as the EGREE;</li> <li>• The analytical review will be followed by a consultative dialogue</li> </ul>

	<p>involving government, non-government, communities and research institutions, in order to facilitate policy engagement and change;</p> <ul style="list-style-type: none"> <li>• Develop strategies on how to include the recommendations into various Sector policies and guidelines;</li> <li>• To build up a mandatory Environment Impact Assessment (EIA) model near the project landscape like EGREE based on the existing national environmental regulatory framework;</li> <li>• Ensure that the identified Biodiversity Management Committees and potential Sacred Groves in the EGREE Region are more explicit in each sector policies and guidelines of EIA;</li> <li>• Consult experts/policy makers, Government of India, Government of Andhra Pradesh, technical agencies, research institutes and conduct final workshop for presenting the draft policies and guidelines; and</li> </ul>
List and Description of Expected Outputs to be Delivered	<ul style="list-style-type: none"> <li>• Prepare detailed Action Plan for undertaking the task – within 30 days;</li> <li>• Prepare background material for consultations and conduct Workshop on Sector Policies and guidelines with key stakeholders – within 60 days;</li> <li>• Conduct focal group discussions with key stakeholders – 80 days;</li> <li>• Preparation of draft policy and guidelines for relevant productions sectors for mainstreaming ecologically sensitive coastal and marine areas like EGREE– by 120 days;</li> <li>• Conduct final consultative workshop to present draft policy and guidelines for different productions sectors in EGREE along with mandatory EIA - 140 days;</li> <li>• Submission of final Report to EGREE Foundation – by 150 days;</li> </ul>
Person to Supervise the Work/Performance of the Service Provider	National Project Director, MoEF, State Project Director, Govt. of A.P, Chief Executive Officer, EGREE Foundation, Kakinada, A.P and UNDP Programme Analyst
Frequency of Reporting	Mentioned in detailed TOR (Annexure-5)
Progress Reporting Requirements	Mentioned in detailed TOR (Annexure-5)
Location of work	Kakinada, East Godavari District, Andhra Pradesh
Expected duration of work	5 months
Target start date	May 2014
Latest completion date	September 2014
Travels Expected	<p><b>Kakinada, Andhra Pradesh</b> – 3 visits to Kakinada, East Godavari District, Andhra Pradesh - Preliminary survey, analytical study and meeting with stakeholders in the EGREE region;</p> <p><b>Hyderabad</b> – 2 visits to Hyderabad to discuss with Partners and key functionaries</p> <p><b>Delhi</b> – 2 visits for discussion with officials of Ministry of Environment and Forests and Other relevant Ministries, UNDP and other relevant stakeholders</p>

Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input checked="" type="checkbox"/> Others [Not Applicable]
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input checked="" type="checkbox"/> Others [Venue for Hyderabad workshop will be arranged by UNDP]
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Currency of Proposal	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Indian Rupees (INR)
Value Added Tax on Price Proposal	<input type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days  <p>In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.</p>
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted
Payment Terms	<ul style="list-style-type: none"> <li>• Submission of detailed Work Plan for undertaking the task - 10%</li> <li>• Submission of background material for consultations and conduct Workshop on Sector Policies and guidelines with key stakeholders – 20%</li> <li>• Submission of draft policy and guidelines for relevant productions sectors for mainstreaming ecologically sensitive coastal and marine areas like EGREE– 20%</li> <li>• Conduct final consultative workshop to present draft policy and guidelines for different productions sectors in EGREE along with mandatory EIA -20%</li> <li>• Submission and approval of final Report to EGREE Foundation – 30%</li> </ul>
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Chief Conservator of Forests, Wildlife and UNDP Programme Analyst

Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services
Criteria for Contract Award	<input checked="" type="checkbox"/> Compliance on Preliminary Examination of Proposals <input checked="" type="checkbox"/> Compliance on Essential Eligibility/Qualification requirements <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for Preliminary Examination of Proposals	<ol style="list-style-type: none"> <li>1. Bid was received on or before the date and time specified</li> <li>2. Bid is properly sealed / untampered</li> <li>3. Bid bears the (i) name of the submitting entity and (ii) title of the Contract outside the envelope</li> <li>4. Written confirmation for validity of bid for 120 days</li> <li>5. Technical Offer separately sealed from Financial Offer</li> <li>6. Company Profile (not more than 15 pages)</li> <li>7. Technical Bid/Proposal Form duly accomplished (i.e. no standard contents deleted, no reservations added)</li> <li>8. Bid is strictly for the full scope of requirements (i.e. partial offer is not allowed)</li> <li>9. Details of Personnel to be engaged in the Contract Submitted</li> <li>10. Implementation Timetable submitted</li> <li>11. There are no erasures, interlineations, additions, not initialed</li> <li>12. There are no exceptional conditions stated that are unacceptable to UNDP</li> <li>13. Latest Certificate of Registration of Business submitted</li> <li>14. Latest Audited Financial Statements submitted</li> <li>15. Is the Offeror, or any of its joint venture member, included in UN Security Council 1267 List</li> <li>16. Is the Offeror, or any of its joint venture member, included in the List of Suspended and Removed Vendors</li> </ol>
Criteria for Essential Eligibility/Qualification	<p><b><u>For Organization:</u></b>  Minimum 3 years of experience in legal and policy issues related to the environment sector including coastal and marine biodiversity conservation</p> <p><b><u>For Lead Legal Expert:</u></b>  (a) Law graduate with at least 3 Years of national/ international level experience and expertise with respect to coastal and marine biodiversity conservation and governance issues, laws and policies.  (b) At least ten years of working experience in the field of environmental law after Graduation.</p> <p><b><u>For Junior Legal Experts:</u></b>  (a) Law graduate with 1-2 years of national/ international level experience and expertise with respect to coastal and marine biodiversity conservation and governance issues, laws and policies.</p>

	(b) At least 4 years of working experience in the field of environmental law after Graduation.
Criteria for the Assessment of Proposal	<p><b><u>Technical Proposal (70%)</u></b></p> <p><input checked="" type="checkbox"/> Expertise of the Firm in dealing with legal and policy related aspects of coastal and marine biodiversity conservation(30 marks)</p> <p><input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan (40 marks)</p> <p><input checked="" type="checkbox"/> Qualification of Key Personnel in line with those specified in the eligibility criteria (30 marks)</p> <p><b><u>Financial Proposal (30%)</u></b></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	<p><input checked="" type="checkbox"/> One and only one Service Provider</p> <p><input type="checkbox"/> One or more Service Providers</p>
Annexes to this RFP	<p><input checked="" type="checkbox"/> Form for Submission of Technical Proposal (Annex 2)</p> <p><input checked="" type="checkbox"/> Form for Submission of Financial Proposal (Annex 3)</p> <p><input checked="" type="checkbox"/> General Terms and Conditions (Annex 4)</p> <p><input checked="" type="checkbox"/> Detailed Terms of Reference (Annex 5)</p>
Contact Person for Inquiries (Written inquiries only)	<p>Surjit Singh Procurement Unit <a href="mailto:surjit.india@undp.org">surjit.india@undp.org</a></p> <p>Queries can be sent up to 5 days prior to bid closing date.</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information [pls. specify]	<p>Proposals are invited from the institutions/organizations only. Proposal submitted by Individuals will not be accepted.</p>

**FORM FOR SUBMITTING SERVICE PROVIDER'S  
TECHNICAL PROPOSAL**

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

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

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

*The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.*



**C. Qualifications of Key Personnel**

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

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

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

*[Designation]*

*[Date]*

## FORM FOR SUBMITTING SERVICE PROVIDER'S FINANCIAL PROPOSAL

### A. Cost Breakdown per Deliverable\*

S.No.	Deliverables	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Submission of detailed Action Plan for undertaking the task	10%	
2	Submission of background material for consultations and conduct Workshop on Sector Policies and guidelines with key stakeholders	20%	
3	Submission of draft policy and guidelines for relevant productions sectors for mainstreaming ecologically sensitive coastal and marine areas like EGREE	20%	
4	Conduct final consultative workshop to present draft policy and guidelines for different productions sectors in EGREE along with mandatory EIA	20%	
5	Submission and approval of final Report to EGREE Foundation	30%	
	<b>Total</b>	<b>100%</b>	

\*This shall be the basis of the payment tranches

### B. 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 Amount
<b>I. Personnel Services</b>				
- Lead Legal Expert			One	
- Junior Legal Expert-1			One	
- Junior Legal Expert-2			One	
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs for consultant/s (as specified in Annex 1: Travels expected)				
2. Cost of organizing workshops in Hyderabad and Kakinada				
2. Daily Allowance				
3. Communications				
4. Equipment Lease (if any)				
<b>III. Any other cost</b>				

#### Please Note:

- For Hyderabad workshop, bidders to quote for **only lunch and tea/coffee** for approx. 15 participants. Venue will be arranged by UNDP.
- For Kakinada workshop, bidders to quote for **venue, lunch and tea/coffee** for approx. 60 participants. Venue is required to be booked in an institute/hotel.
- Travel, boarding and lodging expenses of participants for these two workshops will be arranged and borne by UNDP and hence **should not be included** in the financial proposal.

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

***General Terms and Conditions for Services***

**1.0 LEGAL STATUS:**

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

**2.0 SOURCE OF INSTRUCTIONS:**

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

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

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

**4.0 ASSIGNMENT:**

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

**5.0 SUB-CONTRACTING:**

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

**6.0 OFFICIALS NOT TO BENEFIT:**

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

**7.0 INDEMNIFICATION:**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

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

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

**9.0 ENCUMBRANCES/LIENS:**

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

**10.0 TITLE TO EQUIPMENT:**

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

**11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

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

**11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

**12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

**13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

- 13.1** The recipient ("Recipient") of such information shall:
- 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
  - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
- 13.2.1** any other party with the Discloser's prior written consent; and,
  - 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:
    - 13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
    - 13.2.2.2** any entity over which the Party exercises effective managerial control; or,
    - 13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.
- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

#### **15.0 TERMINATION**

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

#### **16.0 SETTLEMENT OF DISPUTES**

- 16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

#### **17.0 PRIVILEGES AND IMMUNITIES:**

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

#### **18.0 TAX EXEMPTION**

- 18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.
- 18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

#### **19.0 CHILD LABOUR**

- 19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

#### **20.0 MINES:**

- 20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

**21.0 OBSERVANCE OF THE LAW:**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

**22.0 SEXUAL EXPLOITATION:**

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

**23.0 AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.



**Terms of Reference****“Developing strategies for incorporating coastal and marine biodiversity conservation considerations into sector policies and guidelines of production sectors in the East Godavari River Estuarine Ecosystem (EGREE), Andhra Pradesh”****1. Background:**

Government of India, with UNDP as the lead agency, is implementing a Global Environment Facility (GEF) supported project - “Mainstreaming Coastal and Marine Biodiversity Conservation into Production Sectors in the Godavari River Estuarine Ecosystem, Andhra Pradesh”. The project focuses specifically on removing the key barriers to mainstreaming environmental management considerations into major production activities that are impacting the Godavari region, with special focus on Coringa Wildlife Sanctuary. The main components of the project include: a) Sectoral mainstreaming including knowledge management for coastal and marine biodiversity conservation; b) Institutional Capacity Development; and c) Sustainable Community Livelihoods and Natural Resource Use in the Godavari River Estuary.

To promote conservation and sustainable use of biodiversity, India has extensive laws and policies and the most relevant policies and legislation from this project’s perspective are the Biological Diversity Act of 2002, National Forest Policy of 1988, Indian Forest Act of 1927 and related state legislation, Forest (Conservation) Act of 1980, Wildlife (Protection) Act of 1972, Environmental (Protection) Act of 1986, Marine Fishing Policy of 2004, and the Joint Forest Management orders and rules promulgated by both the Government of India and the States.

Other state legislation relevant to coastal and marine biodiversity includes the Andhra Pradesh Marine Fishing Regulation Act of 1994, adopted under the national Marine Fishing Regulation Act of 1978, which provides for protection, conservation and development of fisheries in Andhra Pradesh. The Act also regulates mesh size, gear and reservation of zones for different fishing sectors and aims to protect the interest of traditional fishermen and their crafts. The Andhra Pradesh Pollution Control Board Norms ensure compliance with the Environmental (Protection) Act, 1986 (EPA) regarding standards for controlling water and other forms of pollution. Given the situation wherein more ports are coming up, the establishment of an Andhra Pradesh Maritime Board is also envisaged.

Further, the production sectors operating in the coastal zone are regulated by a number of laws, of which the most significant is the Coastal Regulation Zone (CRZ) Notification of 1991 and 2010, promulgated under the EPA. The 1991 notification restricts and controls development activities within a landward distance of up to 500 meters from the high tide line along India’s coasts. Also under the CRZ Notification, all states are required to prepare a Coastal Zone Management Plan (CZMP) and establish a Coastal Zone Management Authority. Accordingly, the CZMP for Andhra Pradesh was developed in 1996. The CRZ Notification of 2010 has identified Coringa Wildlife Sanctuary, East Godavari District of Andhra Pradesh as one of the Critical Vulnerable Coastal Areas and stipulated that an integrated management plan shall be drawn up within a period of one year keeping in view conservation and management of the mangroves and needs of local communities. The Environmental Impact Assessment Notification of 2006 aims to protect and conserve the environment through regulation of new developments taking place by ensuring environmental compliance causing least/ negligible adverse impacts on the environment. Environment Impact Assessment (EIA) has been made mandatory for all the investment and development projects in the coasts.

In this connection, as a critical step in mainstreaming biodiversity conservation into production sectors is through developing strategies for incorporating coastal and marine biodiversity conservation

considerations into various sector policies and guidelines of production sectors operating in the East Godavari River Estuarine Ecosystem (EGREE), using a strategic environmental assessment approach.

**Generic functions and key results expected:**

- Conduct detailed desk review to assess the current status/ overview/ situation analysis of the overall relevant policies and guidelines of coastal and marine biodiversity conservation and governance situation in EGREE. The dialogue and follow-up process will be led by the EGREE Foundation;
- Review all relevant key policy, legal and institutional issues that govern / affect coastal and marine biodiversity conservation in EGREE context;
- Identify key barriers and challenges for the effective incorporation of coastal and marine biodiversity conservation considerations in different sector policies and guidelines for effective coastal and marine biodiversity management in the country in view of the relevant production sectors;
- Stocktaking of all existing activities related to the coastal and marine biodiversity conservation in the EGREE, literature review and analysis (national and international), conduct field visits to relevant sites and discussion with stakeholders;
- Review International best policies and guidelines that can be incorporated for mainstreaming coastal and marine biodiversity conservation considerations at EGREE;
- Conduct national, international and state policy survey to document best policies on environmental mainstreaming of coastal and marine biodiversity into production sector practices and operations and collate information on situations where such approach may be invoked for incorporating into policies and guidelines;
- Study existing policies and guidelines of each sector policy such as Fisheries policy, Agriculture Policy, Industrial Policy, Shipping Policy, Tourism Policy, Forest Policy and Wild Life (Protection) Act, 1972 (to ensure that it explicitly addresses the needs of coastal and marine ecosystems) and determine how they can be more explicit on the special requirements of ecologically sensitive coastal and marine areas such as EGREE;
- Identify and develop methodologies on the minimum standards that should be observed and incorporated by different economic activities in order to maintain the integrity of ecologically sensitive areas along Andhra's coastline, such as the EGREE;
- The analytical review will be followed by a consultative dialogue involving government, non-government, communities and research institutions, in order to facilitate policy engagement and change;
- Develop strategies on how to include the recommendations into various Sector policies and guidelines;
- To build up a mandatory Environment Impact Assessment (EIA) model near the project landscape like EGREE based on the existing national environmental regulatory framework;
- Ensure that the identified Biodiversity Management Committees and potential Sacred Groves in the EGREE Region are more explicit in each sector policies and guidelines of EIA;
- Consult experts/policy makers, Government of India, Government of Andhra Pradesh, technical agencies, research institutes and conduct final workshop for presenting the draft policies and guidelines; and

**Key deliverables and time frame by the team:**

- Prepare detailed Action Plan for undertaking the task – within 30 days;
- Prepare background material for consultations and conduct Workshop on Sector Policies and guidelines with key stakeholders – within 60 days;

- Conduct focal group discussions with key stakeholders – 80 days;
- Preparation of draft policy and guidelines for relevant productions sectors for mainstreaming ecologically sensitive coastal and marine areas like EGREE– by 120 days;
- Conduct final consultative workshop to present draft policy and guidelines for different productions sectors in EGREE along with mandatory EIA - 140 days;
- Submission of final Report to EGREE Foundation – by 150 days;

Specific functions, qualifications and experience for the team/Legal firm comprising legal team:

S. No.	Positions	Specific Functions	Qualification and experience
1	One Lead Legal Expert	<p>(i) To analyze policies, regulations, legal and institutional instruments with respect to respect to coastal and marine biodiversity conservation and governance issues</p> <p>(ii) To analyze the development strategies for incorporating coastal and marine biodiversity conservation considerations into various sectors.</p> <p>(iii) Conduct an analysis of the existing legal aspects of coastal and marine biodiversity rich areas especially in the context of EGREE Region.</p>	<p>(a) Law graduate with at least 3 years of national/ international level experience and expertise with respect to coastal and marine biodiversity conservation and governance issues, laws and policies.</p> <p>(b) At least ten years of working experience in the field of environmental law after Graduation.</p> <p>(c) Adequate knowledge about international and domestic laws with reference to Offshore/Onshore marine environment.</p> <p>(d) Ability to partner and work with Government, communities and private sector agencies.</p> <p>e) In-depth understanding/experience of the policy and legal framework on coastal and marine issues in Andhra Pradesh will be an asset</p>
2	Two Junior Legal Expert	<p>(i) To analyze policies, regulations, legal and institutional instruments with respect to respect to coastal and marine biodiversity conservation and governance issues</p> <p>(ii) To analyze the development strategies for incorporating coastal and marine biodiversity conservation considerations into various sectors.</p> <p>(iii) Conduct an analysis of the existing legal aspects of coastal and marine biodiversity rich areas especially in the context of EGREE Region.</p> <p>(iv) Assist the Lead Legal Expert</p>	<p>a) Law graduate with 1-2 years of national/ international level experience and expertise with respect to coastal and marine biodiversity conservation and governance issues, laws and policies.</p> <p>(b) At least 4 (four) years of working experience in the field of environmental law after Graduation.</p> <p>(c) Adequate knowledge about international laws and domestic laws with reference to Offshore/Onshore marine environment.</p> <p>(d) Ability to partner and work with Government, communities and private sector agencies.</p> <p>e) Understanding of the policy and legal framework on coastal and marine issues in Andhra Pradesh will be an asset</p>