

## **REQUEST FOR PROPOSAL (RFP) JOF 4111/2022**

### **SECONDARY BIDDING – LTA/UNOPS/2015/122425**

**(Business Area 2: Public Sector Advisory Services -  
Central & South America)**

**DIAGNOSIS AND ASSESSMENT OF THE SPATIAL MODEL AND THE  
PLANNING MANAGEMENT SYSTEM: SUBSIDIES FOR THE PORTO  
ALEGRE MASTERPLAN REVISION.**

RFP Nº: **JOF 4111/2022**

Requesting UN Agency: **UNDP**

Project: **BRA/19/014 - POA 2030, INNOVATIVE, INTEGRATED, RESILIENT AND SUSTAINABLE**

Country: **Brazil**

Published on: **Wednesday, July 27, 2022**

**REQUEST FOR PROPOSAL (RFP) JOF 4111/2022**  
**SECONDARY BIDDING – LTA/UNOPS/2015/122425**

**(Business Area 2: Public Sector Advisory Services - Central & South America)**

**DIAGNOSIS AND ASSESSMENT OF THE SPATIAL MODEL AND THE PLANNING MANAGEMENT SYSTEM: SUBSIDIES FOR THE PORTO ALEGRE MASTERPLAN REVISION.**

Dear Sir / Madam:

Following the long-term agreement for global consultant services made between United Nations Office for Project Services - UNOPS and this Company, we kindly request you to submit a Proposal to carry out diagnosis, territorial studies and evaluation of the legislation in force in the Municipality of Porto Alegre, with a view to carrying out the evaluation of its Spatial Model and the Urban Planning Management System, the revision, improvement and complementation of the current Strategies and the development of a proposal for the Master Plan Revision.

Please be guided by the form attached hereto as Annex 4, in preparing your Proposal.

Proposals must be submitted on or before **06:00 p.m. of 24th August, 2022**, Brasilia/Brazil Time Zone, via electronic format to the address below:

[licitacoes.jof@undp.org](mailto:licitacoes.jof@undp.org)

JOF - Joint Operations Facility

Ref. **RFP JOF 4111/2022 (it is essential to include this information on the e-mail subject)**

Proposals must be submitted in PDF files encrypted with a password. The password must be provided only upon JOF request and after the deadline for proposals submission. The Proposer shall assume the responsibility for not encrypting its proposal.

Kindly be advised that a Pre-bid Meeting for explanation of formal and technical requirements of Bidding Process will be carried out on **02<sup>nd</sup> August 2022, at 11:00 a.m. by Zoom:**

<https://undp.zoom.us/j/3923685119?pwd=eUxZWtBxcGwxOTIh6K0Y1R0hjSWFQdz09>

Your Proposal must be expressed in English or Portuguese and valid for a minimum period of 120 days.

In the course of preparing your Proposal, it shall remain at your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received after the deadline indicated above, for whatever reason, shall not be considered for evaluation. Kindly ensure that your Proposal is signed and in the .pdf format, and free from any virus or corrupted files.

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

The Proposal that complies with all 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 the UN Agency, 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 the UN Agency'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 after the Proposal is submitted. At the time of the Award of Contract or the Purchase Order, the quantity of services and/or goods may be increased or decreased by the Contracting Party, 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 UNDP General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the UNDP General Terms and Conditions, 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.

The UN Agency'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:

<https://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html>

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

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

Thank you and we look forward to receiving your Proposal.

Joint Operations Facility - JOF  
The United Nations in Brazil

# Annex 1

## Description of Requirements

Context of the Requirement	The Porto Alegre Master Plan Revision has as its initial premise the maintenance of the structure and conceptual basis of LC 434/99, current PDDUA, the result of a broad debate promoted with society. This structure is organized around Strategies, the establishment of a Spatial Model and a Management and Planning System with specific characteristics. Based on this premise, it is identified that gaps established in the relationship between these three components and the lack of specific details contributed to the non-implementation of the PDDUA according to its original conception.
Implementing Partner of the UNDP	Municipal Secretariat for the Environment, Urbanism and Sustainability - Urban Planning Department.
Brief Description of the Required Services	To promote the integrated and sustainable urban development of the Municipality of Porto Alegre, based on the Master Plan Revision, development of the necessary regulations for its full implementation and the detailing of model territories.
List and Description of Expected Outputs to be Delivered	<p>The products to be delivered by the consultancy are constituted of technical reports that should objectively expose and indicate effective actions related to specific themes, as will be further detailed bellow. All works to be developed should be preceded by strategy alignment meetings, follow-up, preliminary presentations, formal presentation (after the conclusion of the report corresponding to each of the products).</p> <p>Product 1 - work plan and data and information matrix;  Product 2 - concepts and diagnoses;  Product 3 - assessment of strategies, spatial model and planning management system;  Product 4 - consolidation of city perception;  Product 5 - presentation of the spatial model and the planning management system;  Product 6 - discussion of the spatial model and the planning management system;  Product 7 - consolidation of the spatial model and the planning management system;  Product 8 - consolidation of indications, instruments, indicators and parameters for the master plan revision.</p>

Person to Supervise the Work/Performance of the Service Provider	The results, products and reports shall be delivered to the UNDP and the Municipal Secretariat for the Environment, Urbanism and Sustainability - Urban Planning Department.			
Frequency of Reporting	As stated in Payment Terms below.			
Progress Reporting Requirements	As stated in Payment Terms below.			
Location of work	Brasilia-DF, Brazil.			
Expected duration of work	12 (twelve) months after the signature of the contract.			
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required			
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required			
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars  In necessary, for the purpose of comparison of the Proposals, the UN Agency will convert the currency used in the Proposal using the United Nations Operational Rate of Exchange effective on the deadline for Proposal submission.  The United Nations Operational Rate of Exchange may be obtained at: <a href="https://treasury.un.org/operationalrates/OperationalRates.php">https://treasury.un.org/operationalrates/OperationalRates.php</a>			
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes			
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 120 days  In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.			
Partial Quotes	<input checked="" type="checkbox"/> Not permitted			
Payment Terms	<b>Expected Product</b>		<b>Deadline</b>	<b>% of Contract Value</b>
	<b>Type</b>	<b>Title</b>		
	Technical Report	Product 1 - Work Plan and Data and Information Matrix	30 days after signing the contract	5%
	Technical Report	Product 2 - Concepts and Diagnostics	90 days after signing the contract	10%
	Technical Report	Product 3 - Assessment of Strategies, Spatial Model and Planning Management System	150 days after signing the contract	10%

	Technical Report	Product 4 - Consolidation of City Perception	180 days after signing the contract	20%
	Technical Report	Product 5 - Presentation of the Spatial Model and the Planning Management System	240 days after signing the contract	10%
	Technical Report	Product 6 - Discussion of the Spatial Model and Planning Management System	270 days after signing the contract	10%
	Technical Report	Product 7 - Consolidation of the Spatial Model and Planning Management System	330 days after signing the contract	20%
	Technical Report	Product 8 - Consolidation of Indications, Instruments, Indicators and Parameters for the Master Plan Revision	360 days after signing the contract	15%
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services			
Criteria for Contract Award	<input checked="" type="checkbox"/> Lowest Price Quote among technically responsive offers. <input checked="" type="checkbox"/> Fees/costs proposed for the corresponding key staff categories encompassed in the ToRs are the same or lower monetary value to matching values included in the corresponding LTA. <input checked="" type="checkbox"/> Any personnel proposed matching any of the categories, shall count AS A MINIMUM with the experience and qualifications which were originally outlined in the original ITB / LTA. <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.			
Criteria for the Assessment of Proposal	<p><u>Proposed Methodology, Approach and Implementation Plan:</u> To what degree does the Proposer understand the project/task? Have the important aspects of the project/task been addressed in sufficient detail? Are the different components of the project/task adequately weighted relative to one another? Is the proposal based on a survey of the project/task environment and was this data input properly used in the preparation of the proposal? Is the conceptual framework adopted appropriate for the project/task? Is the scope of project/task well defined and does it correspond to the TOR? Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project/task?</p> <p><u>Consultant levels and qualifications</u> according to the profiles/ceiling rates (fee per day) defined in the LTA/UNOPS/2015/122425 and suitable for the Project.</p>			
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider			

Contract General Terms and Conditions <sup>1</sup>	<input checked="" type="checkbox"/> General Terms and Conditions for Contracts (goods and/or services)
Annexes to this RFP	<input checked="" type="checkbox"/> Description of Requirements (Annex 1) <input checked="" type="checkbox"/> Detailed Terms of Reference - TOR (Annex 2) <input checked="" type="checkbox"/> GTCs for Contracts (Annex 3) <input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 4) <input checked="" type="checkbox"/> Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List (Annex 5) <input checked="" type="checkbox"/> Self-Declaration of Commitment for UNDP Suppliers (Annex 6)
Contact for Inquiries (Written inquiries only) <sup>2</sup>	<a href="mailto:licitacoes.jof@undp.org">licitacoes.jof@undp.org</a> (Please refer to <b>RFP JOF-4111/2022</b> in the e-mail subject.)  Deadline for clarification requests: <b>16<sup>th</sup> August, 2022.</b>  Any delay in 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.
Communication methods for supplementary information to the RFP and answers to inquiries	<input checked="" type="checkbox"/> Direct email to Companies qualified in the LTA/UNOPS/2015/122425 – Business Area 2: Public Sector Advisory Services - Central & South America.
Performance Security	A performance security equivalent to 10% of contract amount shall be provided within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.  The performance security model can be found below (*)
Other Information	Conditions and procedures for electronic submission of proposals:  Official address for the electronic submission of proposal: <a href="mailto:licitacoes.jof@undp.org">licitacoes.jof@undp.org</a> Format: <b>PDF password protected;</b> <b>The password must be provided only after the deadline for proposal submission and only upon JOF request;</b> Maximum message size allowed for transmission: <b>20 Mb</b> Subject: <b>RFP JOF-4111/2022</b> Time zone: <b>Brasília / DF - Brazil</b>

<sup>1</sup> Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

<sup>2</sup> This contact person and address is officially designated by the UN Agency. If inquiries are sent to other person/s or address/es, even if they are UN Agency staff, the UN Agency shall have no obligation to respond nor can the UN Agency confirm that the query was received.

(\*) performance security model

[https://popp.undp.org/ layouts/15/WopiFrame.aspx?sourcedoc=/UNDP POPP DOCUMENT LIBRARY/Public/PSU Solicitation Performance%20Guarantee%20Form.docx&action=default](https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP%20POPP%20DOCUMENT%20LIBRARY/Public/PSU%20Solicitation%20Performance%20Guarantee%20Form.docx&action=default)



## **Annex 2**

### **Terms of Reference**

DIAGNOSIS AND ASSESSMENT OF THE SPATIAL MODEL AND THE PLANNING  
MANAGEMENT SYSTEM: SUBSIDIES FOR THE PORTO ALEGRE MASTERPLAN  
REVISION.

UNDP - UNITED NATIONS DEVELOPMENT PROGRAMME

MUNICIPAL SECRETARIAT FOR THE ENVIRONMENT, URBANISM AND  
SUSTAINABILITY - URBAN PLANNING DEPARTMENT

BRA/19/014 - POA 2030, INNOVATIVE, INTEGRATED, RESILIENT AND SUSTAINABLE

**July 2022**

## 1. AN OVERVIEW AND JUSTIFICATION

This Term of Reference is inserted within the context of the International Technical Cooperation Project BRA/19/014 - POA 2030, Innovative, Integrated, Resilient and Sustainable, signed between the Municipality of Porto Alegre - PMPA, the United Nations Development Program - UNDP Brazil and the Brazilian Agency for ABC/MRE Cooperation, on 12/19/2019.

Its general objective is to promote the integrated and sustainable urban development of the Municipality of Porto Alegre, based on the Master Plan Revision, development of the necessary regulations for its full implementation and the detailing of model territories.

Allied to this, the project aims to develop an Urban Planning Platform that supports the Municipal Management Planning System, with the objective of enabling the monitoring of the city through a system of development indicators, based on the principles provided for in the New Urban Agenda and the Sustainable Development Goals (SDGs), in particular SDG 11.

The UNDP subsidy in the development of this project, has complementary actions divided into 4 (four) axes, which correspond to intermediate results expected for the Project, namely:

1. Development of subsidies for updating the Legal/Spatial Model of the Master Plan, through diagnoses, analyses, detailing and indications for regulations of the proposed rules and in force mechanisms. This item refers not only to subsidies for the **Master Plan Revision**, but also to regulations and details necessary for the sustainable development of the Municipality, under the terms of the Project's title.
2. Development of a data platform prototype based on development indicators recognized by the international community.
3. Training of the Municipal technical staff to allow the proper operation of the model to be proposed.
4. Efficient Project and Knowledge Management.

In this context, the present Term of Reference aims to develop part of item 1.1 of this Project, corresponding to Master Plan Revision, through the development of diagnoses, territorial studies and evaluation of the current legislation in the Municipality of Porto Alegre, with a view to carry out the evaluation of its Spatial Model and of the Urban Planning Management System, the revision, improvement and complementation of the current Strategies and the development of a proposal for the Master Plan Revision.

### 1.1. THE MASTER PLAN REVISION

The Porto Alegre Master Plan Revision has as its initial premise the maintenance of the structure and conceptual basis of LC 434/99, current PDDUA, the result of a broad debate promoted with society. This structure is organized around Strategies, the establishment of a Spatial Model and a Management and Planning System with specific characteristics. Based on this premise, it is identified that gaps established in the relationship between these three components and the lack of specific details contributed to the non-implementation of the PDDUA according to its original conception.

The Strategies, which would be carried out and implemented through the realization of Plans, Programs and Projects, had their implementation compromised by the absence of regulation. This absence can be credited to the lack of detail in these instruments, both in terms of minimum content and in terms of the description of territorial scales of approach. Also on the subject of scale and the lack of detail, the Spatial Model proved to be very abstract, making its applicability at the local scale difficult. The lack of establishment of criteria related to the implementation of strategies in public spaces also contributed to the lack of legibility of the same by the population. The system of indicators foreseen as part of the Municipal Planning Management System, configuring the Urban Performance Assessment System, was not implemented according to the initial conception, creating a gap between the dynamics of the city's development and the response given by the Management system.

On the other hand, 20 years have passed since the discussion that conceived the Master Plan of Porto Alegre in the current structure, considering that the 2010 review was mainly focused on provisions in the so-called Regulatory Plan, which only establishes rules for private property, not addressing the issues identified above.

Thus, even starting from the premise of maintaining the structure and conception in force, in view of the elapsed time, it is necessary to discuss and evaluate the content as a whole. In this sense, it is proposed that the review approach is supported by the concepts provided for in the New Urban Agenda and in the Sustainable Development Goals, in particular the SDG 11<sup>13</sup>, as provided for in the general objective of the International Technical Cooperation Program (PCTI), taking into account the following guidelines:

1. Preservation of the spatial and logical structure of the current Master Plan, based on the initial premise that it is a revision of the PDDUA and not the elaboration of a new Master Plan unrelated to the current structure;
2. The concept of Sustainability must be characterized as one of the guiding principles for the evaluation of Strategies and the Spatial Model;
3. The inclusion of a topic related to social development among the strategies already provided for in the PDDUA, evaluating the possibility of including gender issues, the mix of social classes, the integration of people with disabilities and reduced mobility, of different age groups, among others;
4. The evaluation of the possibility of incorporating new instruments for collaborative and democratic management of the territory as a permanent and continuous process, ensuring greater representation and engagement of the local population, especially considering the new social dynamics triggered by the COVID-19 pandemic process;
5. Attention to the public space during the review of the master plan as a fundamental space where the city's relations take place, being characterized as a fundamental element where the legibility of the Strategies occurs;
6. Valuing the peculiar characteristics of the natural environment and the urban environment as elements of a single structure in which the harmonious relationship between the parts is sought;
7. Performance analyses, especially with regard to ventilation, illuminance, insolation, privacy and landscape, as a basis for establishing the regulation of neighborhood relations between elements of the city;
8. The Master Plan must be implemented in order to prioritize a permanent and continuous management and monitoring system rather than being based on a system of pre-established regulations, which may become obsolete over time, considering that these may not necessarily reflect the best development results of the city, considering its peculiarities over time.
9. The forecast of incorporation of financing instruments of the city, in order to guarantee the effective implementation of the foreseen policies (plans, programs and projects).

### **1.1.1. Spatial Model Assessment**

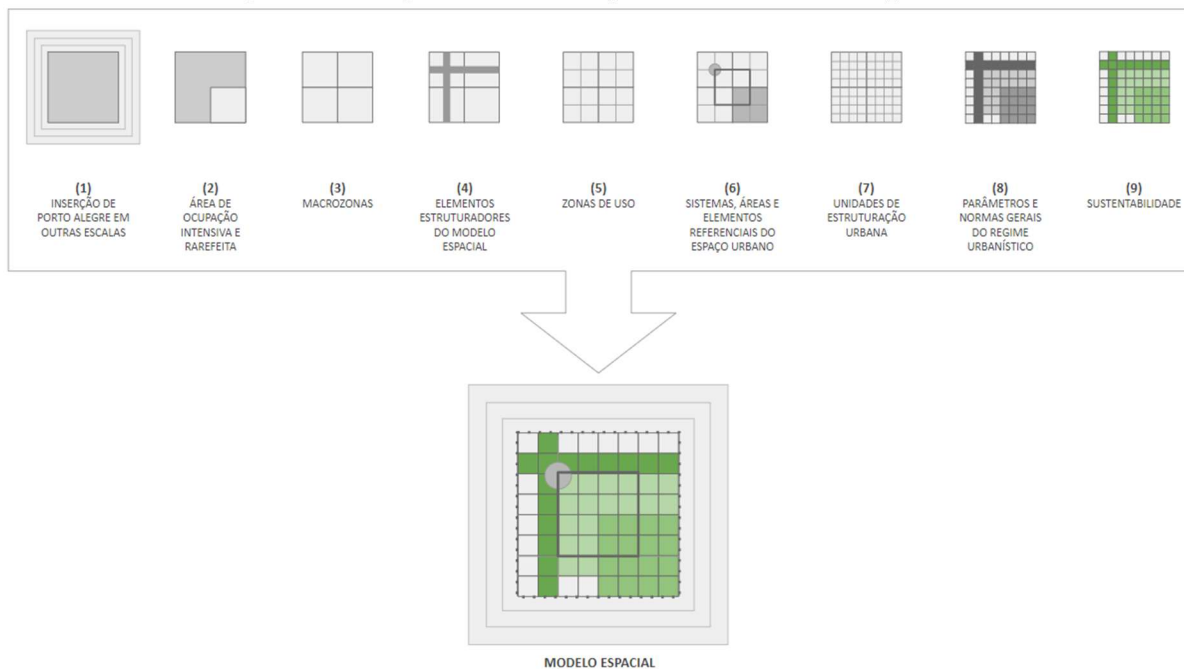
The Spatial Model presented in the PDDUA has its description elaborated through the approximation of the territory, considering 4 (four) key components: (a) the areas of Intensive Occupation and Rarefied Occupation; (b) the Macrozones; (c) the Structuring Elements; and (d) the Land Use Zones. Considering the gaps already identified in the current Spatial Model, the structure proposed for the development of the Diagnosis of the Territory of Porto Alegre considers adding, at one end, the insertion of Porto Alegre on an International / National / Regional / Metropolitan / Municipal scale and, at the other, the description of transition scales involving the identification of Systems, Areas and Reference Elements and Urban Structuring Units. Finally, the spatial indications are also related to the Parameters and General Rules of the Urban Regime and the necessary correlation with sustainability criteria.

Using this logic, the Spatial Model to be studied can be understood from 9 (nine) components that must be correlated to guarantee the sustainable urban development of the Municipality, according to the scheme presented in Figure 1. In this scheme, Sustainability is highlighted as a protagonist component that must necessarily be present in the individual logic and correlation of the other components.

---

<sup>3</sup> Sustainable Development Goal 11 - Sustainable Cities and Communities. Making cities and communities more inclusive, safe, resilient and sustainable. Source: <https://brasil.un.org/pt-br/sdgs/11>

Figure 1: Reading the Master Plan Spatial Model from its components .

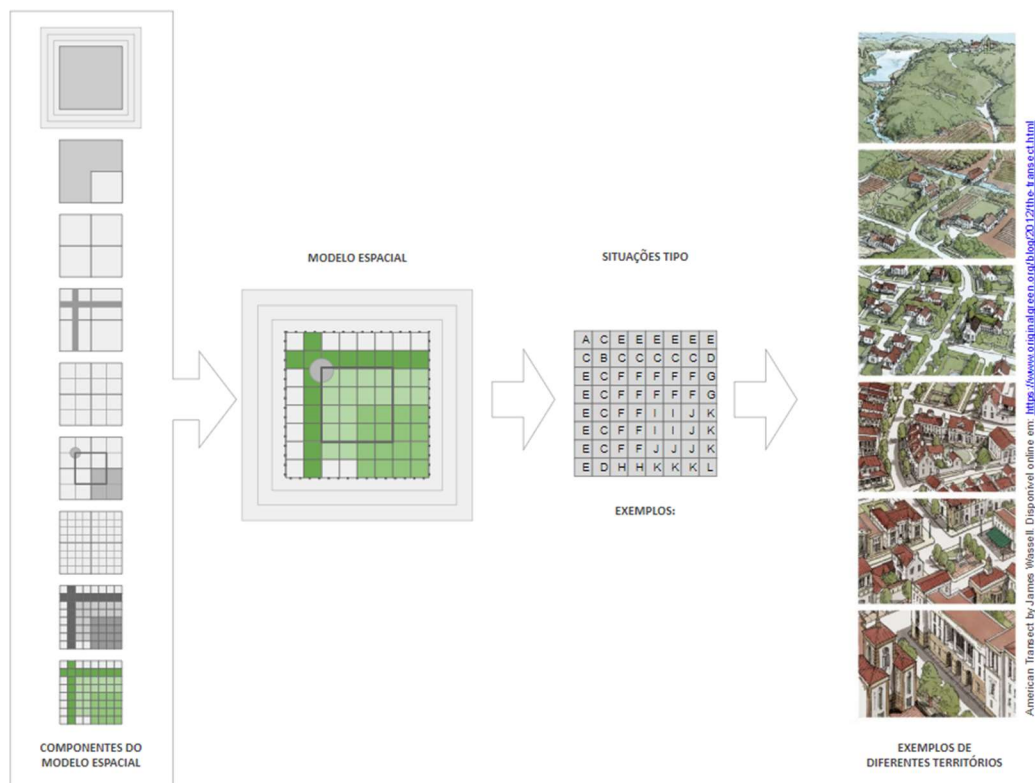


Source: DPU | CPU | SMAMUS elaboration

According to this scheme, the components progressively advance in scale and/or detail, and they must maintain a conceptual relationship between them, and there must be spatial and conceptual compatibility of the parts with the whole.

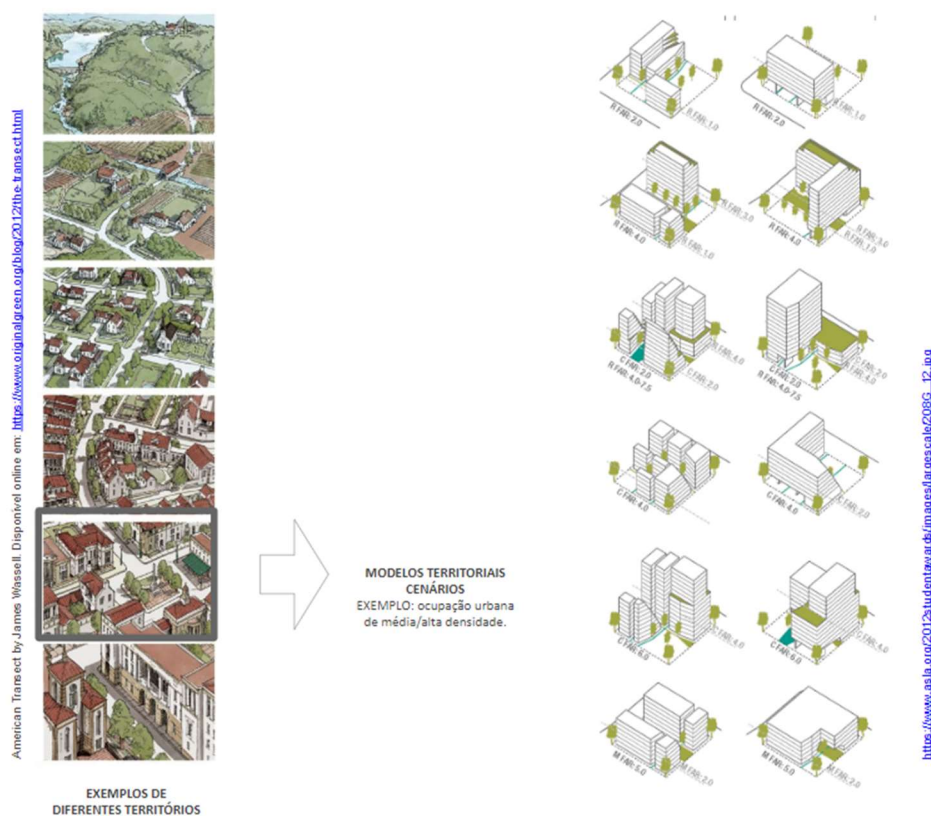
The assessment of the compatibility of the components based on the identification of the typical situations identified in the territory, as shown in Figure 2, for the purpose of establishing the parameters and general norms of the urban planning regime throughout the territory, should be developed through the use of scenarios. The scenarios, as shown in Figure 3, should consist of three-dimensional testing of solutions, rules and parameters for the occupation of selected territories, in order to validate the model. Additionally, the scenarios should be elaborated considering different development conditions, modeling alternatives for the population growth of Porto Alegre.

Figure 2: Reading of type situations in Porto Alegre from the components of the Spatial Model.



Source: Adapted from WASSELL, 2007.

Figure 3: Alternative scenarios for occupation of type situation. Conceptual representation with references.



Source: Adapted from WASSELL, 2007 and ASLA, 2012.

Below are the minimum contents to be addressed, as appropriate, according to the 9 (nine) components:

#### 1.1.1.1. Characterization of the Territory and its Insertion on an International / National / Regional / Metropolitan / Municipal Scale

The first step for the evaluation involves the characterization of the municipal territory from its insertion in the international, national, regional, metropolitan and municipal scales<sup>4</sup>, according to their urban, social, environmental and economic characteristics, as well as the relationship between the occupation zoning provided for by the PDDUA with such aspects. The objective of this characterization is to identify the situation of the Municipality in relation to these different contexts and to propose strategic actions, considering the different topics covered in this document.

Among the items to be addressed in this topic are:

1. General diagnostics of the territory with the objective of identifying inconsistencies, areas of conflict and potential in the relationship with the metropolitan region, with regional, national and international contexts, as well as proposing strategic actions by the Municipality related to the metropolitan, regional, national and international contexts, involving the following topics, where applicable:

##### 1.1. Historical background and urban evolution

<sup>4</sup> It is understood according to the scale: (a) international, involving global relations as well as the Mercosur Development Corridors and other relations with neighboring countries; (b) national, involving the different readings of regional structuring; (c) regional, involving the Functional Planning Regions and Coredecs (Regional Development Councils); (d) metropolitan, involving the different degrees of the Region of Influence of the Porto Alegre Population Arrangement and the neighboring municipalities (IBGE, 2018).

- 1.2. Social development
- 1.3. Economic development
- 1.4. Transport and mobility
- 1.5. Environment
- 1.6. Landscape and cultural heritage
- 1.7. Infrastructure and sanitation
- 1.8. Public services and public interests
- 1.9. Housing
- 1.10. Real estate dynamics
- 1.11. Public security
- 1.12. Sustainability

#### **1.1.1.2. Intensive Occupation Area and Rarefied Occupation Area (Low Density Occupation and High Density Occupation)**

The PDDUA divided the city into two parts. The occupied portion with a forecast of higher population density is called the Intensive Occupation Area (AOI), where the concentration of population and businesses must be prioritized. This concept is extended to the existing Intensive Nuclei within the Rarefied Occupation area, which are located far from the AOI, but have typically urban characteristics. From the line defined by the hills towards the south, the population density is lower and the coexistence of these areas with areas of rural characteristics, such as areas of animal husbandry and food production, as well as areas of environmental interest. This area is called Rarefied Occupation Area (AOR), where the preservation of the natural environment must be advocated. Based on these concepts, Porto Alegre developed over the years without the delimitation of a Rural Area, under the concept that “everything is part of the city”.

However, in 2015, the Complementary Law (LC) 775/2015 re-established the Rural Area in the Municipality. With deficiencies in relation to the spatial delimitation in the description of this Law, there is a consensus on the necessary revision of the concepts that establish the different areas of the city in relation to the intensity of occupation, as well as their respective spatialization.

Among the main items to be addressed in this topic are:

1. Review its limits considering the transformations of the territory that have occurred over time, especially considering the isolated intensive nuclei and the new consolidated and not yet mapped nuclei, as well as the transition spaces, with a view to optimizing the management of the Municipality regarding the availability of infrastructure and public services and the preservation of the natural environment;
2. Review the areas of environmental interest with a view to properly integrating them into the urban or rural structure, according to their characteristics, in order to minimize the impact of human occupation on these areas over time;
3. Review the limits established by LC 775/2015, referring to the Rural Area, in order to remedy its inconsistencies and effectively contemplate the properties, inserted within the AOR, where productive activities are carried out within the territory of the Municipality.
4. Provide actions to enhance sustainable rural development and rural tourism as economic activities of the Municipality.

#### **1.1.1.3. Macrozones**

The PDDUA divided the Municipality's territory into 9 Macrozones (MZ), and Macrozone 10 was also created, as a result of Complementary Law 630/09, which established the Lomba do Pinheiro Consortium Urban Operation. In order to review the Master Plan, it is necessary to review the concepts and limits of the Macrozones resulting from the transformations of the territory over time. It is also necessary to review inconsistencies, especially conflicts between the legislation governing the PDDUA and the Lomba do Pinheiro CUO. Another important issue to be addressed in relation

to the Macrozones is the definition of the urban regime in Macrozone 9 in the PDDUA, with the objective of enabling the regularization of the communities, the recognition of their identity and the possibility of local development in a sustainable and harmonious way with the environmental conditions, which have great fragility in the place.

Thus, below is the minimum content to be addressed in this topic:

1. Review and update of concepts, development objectives and territorial limits, considering the identification of the characteristics of each location, as well as the changes that have taken place over time;
2. Review of the limits of Macrozones, considering the inconsistencies of limits established by current legislation, such as the neighborhood law, Law 12.112/16, the definition of the limits of the Rural Zone, LC 775/2015, the Lomba do Pinheiro CUO, LC 630/09, among others;
3. Assessment of the need to suppress or add new Macrozones, as well as review their limits, considering the provisions of items 1 and 2;
4. In reviewing the concepts, limits and development objectives, two Macrozones deserve special attention, and all their content must be addressed, so that these territories can be properly inserted and contemplated within the Master Plan, considering all their devices:
  - 4.1. MACROZONE 9 - Characterized by the Arquipélago (archipelago) neighborhood and for containing the Delta do Jacuí State Park Conservation Units and the Delta do Jacuí State Environmental Protection Area - APA, it has several occupations that need to be regularized in harmony with the environment. Most of the territory does not currently have an urban planning regime. In this way, it is necessary to evaluate the Macrozone with the objective of enabling the regularization of the communities of residents involving the recognition of their identity, as well as the local development in a sustainable way in harmony with the environmental conditions existing in the place;
  - 4.2. MACROZONE 10 - Lomba do Futuro - Established by LC 630/09 - Regarding this Macrozone, in addition to the general content, the existing conflicts between LC 630/09 and the PDDUA must be evaluated, especially, which generate difficulties in its application, bringing as a consequence the inaction of the Municipality in this territory, related to the application of these two legislations. In particular, the compatibility of the planned zoning of the territory, which is conflicting in the two legislations, must be evaluated. The uniformity of concepts and nomenclatures must also be established, ensuring that this territory is duly inserted in the Spatial Model of the Municipality.

#### **1.1.1.4. Structuring Elements of the Spatial Model**

For the transversal structuring of Macrozones, the Porto Alegre PDDUA highlights some key elements. In the PDDUA, these elements are called Structuring Elements of the Spatial Model, described as “fundamental for the organization of macrozones” (PORTO ALEGRE, 2000). These elements are represented by the Historic Center and the Corridors that have the role of articulating the Macrozones and creating urban centralities.

Such elements must be reviewed in accordance with the original concepts established in the PDDUA and considering possible conflicts with the situation of occupation of the current territory. Based on the review of the Spatial Model and Macrozones, the relevance of the Structuring Elements identified in the current Plan, as well as the need for detailing and inclusion of additional elements, where applicable.

Thus, the items to be evaluated, at a minimum, are the following:

1. The role of these elements in the structuring of the Spatial Model, as well as the possible conflicts and potentialities to be explored;
2. The possibility of including new structuring elements, considering the urban, environmental and socioeconomic characteristics and the existing development strategies and those to be foreseen for the territory.



#### 1.1.1.5. Land Use Zones

The Land Use Zones, listed in the PDDUA, identify basic principles for the distribution of land uses and activities in the municipal territory. Conceived according to 7 (seven) basic concepts<sup>5</sup>, each of the defined categories establishes characteristics to be reinforced according to the uses and activities foreseen. Following the same logic as the other elements of the Spatial Model, the items to be evaluated are, at a minimum, the following:

1. Review and update of basic principles and concepts (socioeconomic, landscape and urban-environmental) for the distribution of land uses and activities, considering the review of strategies to be carried out.
2. Also, considering the review of principles and concepts for each land use zone, review the spatialization and territorial limits, considering the characteristics of each location and the transformations that have taken place over time.

#### 1.1.1.6. Systems, Areas and Elements of Urban Structure

A system is a “set of interdependent elements in order to form an organized whole” (Chiavenato, 2000, p.545). Considering the different urban, social, environmental and economic characteristics present in the territory, cities can be read from a variety of interconnected systems: open space system, mobility system, system of economic interactions, ecological system, among others. The reading of the city as a system, identifying areas and interdependent Reference elements, allows the planner to establish associations between the different parts of the set. In this way, localized transformations can be associated with their effects on the whole, either through the recognition of spatial relationships on the same theme, or through the association of different themes.

Cited, but not detailed in the PDDUA, the Systems, Areas and Reference Elements of the environmental urban space should play a fundamental role in the urban structuring of the territory, integrating the different places that constitute the city (neighborhoods, avenues and streets, squares and parks, hills and Guaíba Lake), valuing existing spaces and encouraging the creation of others.

In this way, the intention of inserting this component in the Spatial Model is to make all actions related to the city, especially those that are presented in public space, seek to relate to each other.

Among the systems to be addressed, we can mention the Street System and the Open Space System and the network of social and urban facilities, which can also be configured as a system. Among the areas, we can mention the Areas of Cultural Interest, the Areas of Social Interest and the Areas of Institutional Interest. Among the elements we can mention the buildings that are part of the historical heritage, the centralities, the visual landmarks, the nodal points, etc.

Considering the above, an assessment must be carried out involving the diagnosis, review of components, conceptualization, spatialization and classification of the main reference elements of the urban and environmental space of the Municipality's territory, existing or potential, as well as their connections, seeking logical integration between the elements, from the point of view of the urban structure, prioritizing public space and, also, the indication for the proposition of articulated projects with the municipalities of the Metropolitan Region. The assessment must be carried out, at least, for the following existing components and to be proposed:

1. The systems that are integral and possible to integrate the urban structure, such as the street systems, open spaces, the network of social and urban facilities, the urban structure and infrastructure networks, involving the water and sewage systems, drainage, public lighting, street trees, communications, gas, among others, in addition to the integration of natural elements correlated with the urban structure, etc.
2. Existing Special Areas and to be proposed in the logic of the urban structure so that they establish the proper integration with the other component elements and, as far as possible, establish logical relationships with each other, involving, at least:
  - 2.1. Special Areas of Institutional Interest;
  - 2.2. Special Areas of Social Interest;

---

<sup>5</sup> Mixed City, Polycentrality, Centrality, Discomfort, Impact, Maintenance of the Municipality's Environmental Heritage and Stimulation of Primary Production, defined in Art. 31 of the PDDUA.

- 2.3. Revitalization Areas;
  - 2.4. Special Areas of Environmental Interest, involving Protection of the Natural Environment and Areas of Cultural Interest;
  - 2.5. Others.
3. The elements that make up the environmental heritage, such as blue green corridors, forest remnants, water courses, etc.
  4. The elements that make up the cultural heritage, such as listed properties and inventories for structuring and compatibility, the elements that represent the existing and potential culture, tangible and intangible.
  5. The connections between the different components, to be established and made legible in the territory, through the configuration of the urban landscape, the connections may be composed of natural elements (eg green corridors) or built (eg road system).

#### **1.1.1.7. Urban Structural Units**

The Urban Structural Units (UEU) are structuring modules of the Spatial Model limited by the basic road network. Each of these modules is broken down into sub-units (SUBUEU), for which the PDDUA defines specific urban regimes.

According to the concept defined in the studies supporting the PDDUA, the UEUs would play a fundamental role in monitoring the dynamics of the city and would allow for faster detection of changes in uses or trends, that is, in monitoring the territory. Also linked to the area of spatial coverage of the UEUs are the demand for equipment and services and, in an associated way, densities of occupation of the territory.

Considering this context, the review of UEUs should, at a minimum, involve:

1. Evaluation of UEUs in relation to the Spatial Model, reviewing, where applicable, the related concepts and the role of UEUs in relation to meeting the principles and strategies to be consolidated with the Master Plan Revision;
2. Categorization of UEUs according to their location in the territory and their relationship with the other components of the Spatial Model;
3. Assessment and identification of conflicts and potentialities arising from the methodology of spatialization of urban regimes by UEUs, the criteria for the distribution of urban and community facilities, as well as their relationship with the Street System and the Open Space System to be consolidated;
4. The association of UEUs with the monitoring model and with the urban-environmental impact assessment model to be instituted, allowing access to indicators, based on these components.

#### **1.1.1.8. Spatial Assessment and Zoning Regulation Standards**

The parameters and general rules of the urban planning system, established by SUBUEU, are defined based on rules relating to densification, activity regime, building control devices and land subdivision. In a simple assessment, in any part of the territory, it is identified that the established parameters do not necessarily reflect the development intentions foreseen for the territory, causing difficulty in the legibility of the concepts and guidelines foreseen in the themes and strategies addressed in the PDDUA.

In this way, it is intended to make a critical evaluation correlating, in the territory, the parameters adopted with the intention foreseen in the Spatial Model. The objective is to make adjustments, based on the review of the Spatial Model, calibrating the choice of attributes and weights, in order to guarantee compliance with the guidelines established in each Strategy. For that, scenarios should be developed for each situation and type of territory, seeking to establish the integration between the components and identify the most appropriate parameters to be adopted, by type of situation.

From then on, parameters must be proposed so that the chaining between the components to be assigned has a logical structure, based on the fulfillment of clear objectives.

The components must also be structured so that they can be monitored in the context of the territory, enabling the generation of indicators and parameters for the evaluation of environmental performance, urban development and consequent calibration of weights and attributes, with a view to meeting the objectives established in the strategies.

In this way, progress is made towards establishing the appropriate spatial relationship between the zoning of the urban planning regime and the built landscape resulting from the application of the Plan's rules.

#### **1.1.1.9. Sustainability**

We verified that, although we identified, in the PDDUA, some concepts related to the theme of sustainability, these are inserted in a superficial and unstructured way, especially within the Environmental Qualification Strategy. Considering that the focus of the Master Plan review is based on Sustainability principles, in particular the provisions of the 2030 Agenda, more precisely what SDG 11 sets, we understand that the concept of sustainability must be added to existing Strategies, as a new PDDUA Strategy of transversal application, initially meeting the following objectives:

1. Promotion of sustainable development, from the universal perspective of the policy to combat climate change, making social and economic development compatible with environmental preservation, based on the principles of social justice and economic efficiency, guaranteeing the rational and equitable use of natural resources, contributing to the improvement of quality of life and climate comfort;
2. Promotion of integrated urban and environmental planning, including urban expansions planned based on the principles of equitable, efficient and sustainable use of land and natural resources.
3. Prioritization of compactness, polycentrism, density and adequate connectivity and the mixed use of space, in order to conform to social and economic diversity in built-up areas, reducing mobility challenges and needs and the per capita costs of providing services, as well as taking advantage of density and economies of scale and agglomeration;
4. Ensuring the sustainable management of natural resources, in order to protect and qualify the urban ecosystem, reduce greenhouse gas emissions - GHG - and air pollution and promote disaster risk management and reduction, concomitantly with the promotion of sustainable economic development and the well-being and quality of life of all people;
5. Promotion of disaster risk reduction, mitigation and adaptation to climate change measures in the design of spaces, buildings, constructions, services and infrastructures with attention to resilience;
6. Incentive to building projects that promote cost and resource use efficiency, based on the benefits of economies of scale and agglomeration and the promotion of energy efficiency, renewable energies, resilience, productivity, environmental protection and sustainable growth in the urban economy;
7. Promotion of effective control of noise, visual, atmospheric, water and soil pollution;
8. Promotion of urban-environmental sustainability measures, considering the principles recommended by the policy to combat climate change;
9. Incorporation into urban planning actions measures to generate inclusive, safe, resilient and sustainable spaces.

#### **1.1.2. Planning Management System**

The Planning Management System is responsible for implementing the Master Plan and monitoring its performance in a way that allows for the development of subsidies for the adjustment of parameters, in order to guarantee the implementation of the strategies foreseen for the development of the territory, considering the evaluation of the data obtained.

In summary, the Planning Management System must deal with: (i) the monitoring and control of urban and environmental policy, through the monitoring and inspection of the implementation of the strategies and objectives of the Master Plan; (ii) communication, debate and decision-making processes related to urban-environmental policy, including its funding; (iii) resource management aimed at fair distribution of the burdens and benefits of urbanization.

To this end, the evaluation of the Planning Management System must involve the following actions:

1. Elaboration of a Data and Information Matrix to support the Master Plan Review;
2. Carrying out a critical study of the current legislation, aiming to remedy inconsistencies and propose solutions in order to guarantee compliance with the principles and strategies of the Master Plan to be established;
3. Evaluation of the functioning of the planning system, considering the operational structure;
4. Development of a proposal to review the planning system, in order to meet the objectives set out in the caput of this topic, widely using geospatial tools and tools for building three-dimensional scenarios as a working basis;
5. Review and evaluation of existing and potential planning instruments, regarding their applicability, correlation with performance evaluation indicators for the possibility of monitoring, in addition to compliance with their

objectives, seeking to use them to meet the principles and strategies to be consolidated with the review of the Master Plan.

## 2. OBJECTIVE

Hiring of specialized technical consultancy to carry out diagnosis, territorial studies and evaluation of the legislation in force in the Municipality of Porto Alegre, with a view to carrying out the evaluation of its Spatial Model and the Urban Planning Management System, the revision, improvement and complementation of the current Strategies and the development of a proposal for the Master Plan Revision .

## 3. ACTIVITIES

### 3.1. EXECUTION OF ACTIVITIES

This Term of Reference is intended to specify the products and services to be developed to achieve the purpose of the contract (item 2). In this sense, the present document constitutes the basis for the selection and contracting of a Bidder for the execution of the object already explained.

After the selection process and the contracting of services, the Contractor shall have an operational relationship with SMAMUS-PMPA. The formal contractual relationship is the responsibility of the United Nations Development Program (UNDP).

In order to carry out the work, the CONTRACTED PARTY shall have sufficient human, material and logistical resources to perform all the proposed activities in order to guarantee compliance with the deadlines and the quality of the services in accordance with the guidelines of this Term of Reference, from SMAMUS-PMPA and UNDP.

**The activities developed by the consulting professionals must be carried out together with the SMAMUS-PMPA teams, with the objective of transferring the knowledge produced and of training and improving the adopted techniques.**

The SMAMUS-PMPA team, responsible for analyzing the technical content of the object of this Term of Reference, should monitor the work developed by the consulting professionals and guide their activities. It will make suggestions to improve the work of professionals, who must make the necessary adjustments before the deadlines for delivery of the Products, thus avoiding delays in the evaluation and payment of these.

The development of the activities foreseen during the development of the Products must be carried out based on the data and information provided by the Municipality, through SMAMUS-PMPA, by the Technical Coordination (TC) and by the Working Groups (WGs) formally established through Normative Instruction 04/2021 and subsequent amendments.

Additionally, the contributions made by the various management bodies on the subject, recommendations from control bodies, the result of events involving the participation of the company that are part of the process, among others, should be considered, for the purposes of preparing the studies.

During the development of the work, at the request of SMAMUS-PMPA, according to the schedule to be defined, the necessary subsidies for carrying out the processes of participation of society related to the topics covered in this Term of Reference must also be produced.

The CONTRACTED PARTY may be required by SMAMUS-PMPA to present the studies developed within the scope of this Term of Reference regarding the Master Plan Review process.

### 3.2 DESCRIPTION OF ACTIVITIES AND PRODUCTS

For the development of the work, the scope of the ACTIVITIES provided for in PCTI BRA/19/014 that are contemplated to be developed within the scope of this Term of Reference is described. The development of activities is expected to be carried out on a consolidated basis through PRODUCTS to be delivered in accordance with the development of the Master Plan Review stages. In this way, the delivery of the PRODUCTS must be directly related to

the schedule established for its development and comply with the development structure provided for in Normative Instruction 04/2021 of SMAMUS and subsequent amendments.

The PRODUCTS provided for in this Terms of Reference are:

- PRODUCT 1 - WORK PLAN AND DATA AND INFORMATION MATRIX
- PRODUCT 2 - CONCEPTS AND DIAGNOSES
- PRODUCT 3 - ASSESSMENT OF STRATEGIES, SPATIAL MODEL AND PLANNING MANAGEMENT SYSTEM
- PRODUCT 4 - CONSOLIDATION OF CITY PERCEPTION
- PRODUCT 5 - PRESENTATION OF THE SPATIAL MODEL AND THE PLANNING MANAGEMENT SYSTEM
- PRODUCT 6 - DISCUSSION OF THE SPATIAL MODEL AND THE PLANNING MANAGEMENT SYSTEM
- PRODUCT 7 - CONSOLIDATION OF THE SPATIAL MODEL AND THE PLANNING MANAGEMENT SYSTEM
- PRODUCT 8 - CONSOLIDATION OF INDICATIONS, INSTRUMENTS, INDICATORS AND PARAMETERS FOR THE MASTER PLAN REVISION

SMAMUS Normative Instruction 04/2021 used, as a reference base, the methodology proposed in the Guide for the Preparation and Review of Master Plans (BRASIL, 2019). In this Normative Instruction, the project is expected to be developed in 05 (five) distinct stages, listed below:

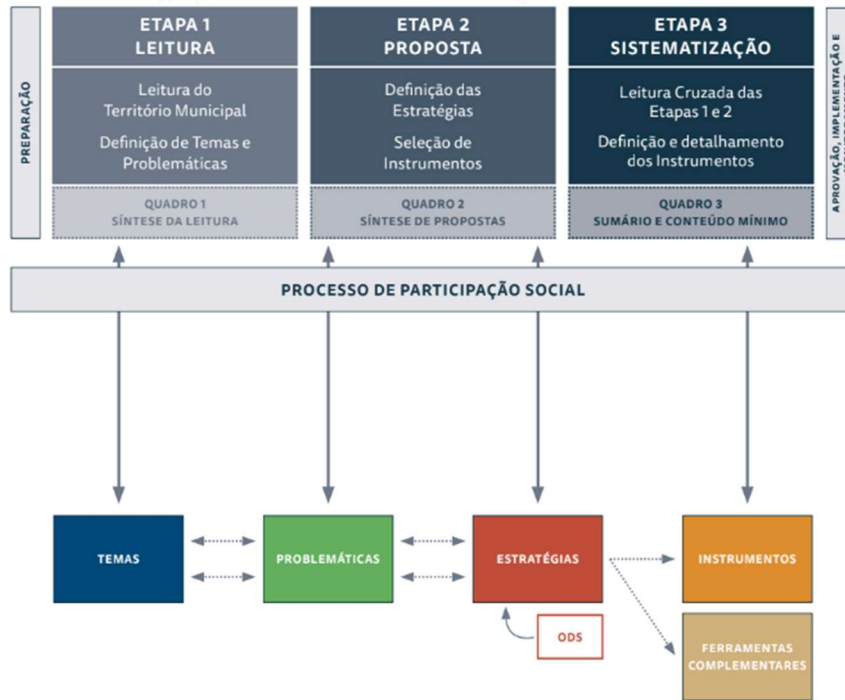
1. Preparatory Stage
2. **City Perception**
3. **Systematization and Proposals**
4. Approval
5. Implementation and Monitoring

In this context and within the stipulated deadlines, the scope of this Term of Reference is expected to be carried out within the stages of **City Perception**, and **Systematization and Proposals**.

Within these 02 (two) stages, the activities provided for in the reference presented in Figure 4, identified as stages 1, 2 and 3, must be developed by the consultancies:

*“The first deals with the reading of the territory, with a view to assisting in the identification of themes and problems to be prioritized, as well as challenges to be faced or potential to be explored. The second stage deals with the proposed action, compared to what was identified in the previous stage of reading the territory, making it possible to explore the most appropriate strategies for each pre-identified problem. Finally, the third suggested step is consolidation through the definition of complementary instruments and tools, systematizing a summary table of the Master Plan.” (BRASIL, 2019)*

Figure 4 - Structure proposed in the Guide for the Preparation and Review of Master Plans.



Source: BRASIL, 2019.

Correlating the structure proposed in the Guide and the relationship between Themes, Problems, Strategies, Instruments and Complementary Tools with the basic elements of the Porto Alegre PDDUA, the development of the project was structured from the 8 (eight) Products mentioned above, which were divided between the Stages of **City Perception** and **Systematization and Proposals**, according to the expected schedule of deliveries, namely:

City Perception Stage	
Product	Deadline
Product 1 - Work Plan and Data and Information Matrix	30 days after signing the contract
Product 2 - Concepts and Diagnostics	90 days after signing the contract
Product 3 - Assessment of Strategies, Spatial Model and Planning Management System	150 days after signing the contract
Product 4 - Consolidation of City Perception	180 days after signing the contract
Systematization and Proposals Stage	
Product	Deadline
Product 5 - Presentation of the Spatial Model and the Planning Management System	240 days after signing the contract
Product 6 - Discussion of the Spatial Model and Planning Management System	270 days after signing the contract
Product 7 - Consolidation of the Spatial Model and Planning Management System	330 days after signing the contract
Product 8 - Consolidation of Indications, Instruments, Indicators and Parameters for the Master Plan Revision	360 days after signing the contract

**Note 1:** The start of each delivery can be proposed independently in order to guarantee compliance with deadlines

**Note 2:** Partial deliveries may be foreseen, according to the development characteristics of each type of work, the above schedule refers to the final results of each delivery necessary for the Master Plan review process.

### 3.2.1. Detailing the Activities and Products

For the development of the work, the following activities of PCTI BRA/19/014 are addressed:

1.1 Gather the necessary data to revision the Master Plan and develop an Urban Planning Platform	1.1.5 Preparation of a model proposal and parameters for analyzing the impact of urban projects and integration of the Proposed Model and the 17 SDGs (Impact Calculator and Sustainable Development Indicators)
2.1 Carry out diagnosis, improvement and	2.1.1 Urban Structuring

complementation of urban strategies and instruments of the Master Plan for Urban and Environmental Development.	2.1.2 Urban mobility
	2.1.3 Land Use
	2.1.4 Environmental Qualification
	2.1.5 Economic Promotion
	2.1.6 City production
	2.1.7 Urban Instruments
2.2 Review and Improvement of the Planning System	2.2.1 Characterization, analysis, diagnosis, indications and proposals for the Urban Planning Management System (SMGP)
2.5 Indications and proposals for regulating the proposed rules and mechanisms	2.5.7 Development of a Performance Indicator System

The development of each activity, considering its complexity, is structured to be developed jointly and distributed over time, according to the 08 (eight) PRODUCTS previously identified in title 3.2. of this Term of Reference.

Following, the scope of activities to be developed:

### 3.2.1.1. Activities

#### ***Activity 1.1.5 Preparation of a model proposal and parameters for analysis of the impact of urban projects and integration of the Proposed Model and the 17 SDGs (Impact Calculator and Indicators of Sustainable Development)***

“The Planning Management System (SMGP) operates at three levels: in the elaboration and evaluation of the paths that the Plan must follow; in defining how the PDDUA ideas will be transformed into reality and how they will actually be applied in the city” (PDDUA, 1999). For this to develop in a way that allows the promotion of quality of life under the current PDDUA, it is necessary that the impact analysis of urban projects take into account several factors: condition of the anthropic environment, availability of infrastructure, quality of the network of equipment and public services, accessibility and urban mobility, among others; and natural, on issues related to natural environmental heritage, vegetation, urban microclimate, among others.

In this sense, thinking of new urban projects as key agents in promoting the achievement of quality standards throughout the urban territory is an opportunity, but also a challenge. The challenge lies mainly in the qualitative and quantitative description of the potential impacts in a given area of influence resulting from the implementation and operation of a given enterprise in the urban environment. The logic behind this description must be supported by the design of a robust system, supported by indicators capable of providing a reading of the territory in line with a vision that involves achieving the goals of the 2030 Agenda and the New Urban Agenda.

In order to address these issues, the proposal should involve:

1. Preparation of a data and information matrix for the review of the Master Plan, involving:
  - 1.1. Identification of basic concepts for the construction of the Data and Information Matrix necessary for the Porto Alegre Master Plan Revision;



- 1.2. Description of the necessary data, considered minimum for the beginning of the process, indicating the standard data format and composition of fundamental metadata for the initial base (origin, scale, urban structuring elements);
- 1.3. Description of complementary data, indicating the standard data format and composition of fundamental metadata for detailing the territory;
- 1.4. Source of consulted data and flows for collecting and updating the data and information listed, allowing the identification of strategies for the maintenance of the database on a permanent and continuous basis by the Municipal Planning;
- 1.5. Identification of approximation and aggregation scales according to the systematization of data from the hierarchy of urban objects (macrozone / planning management region / neighborhood / urban structuring unit / urban structuring subunit / block / lot / building);
- 1.6. Documentation of flows and procedures adopted in data formatting;
2. Proposal of a model and parameters for the analysis of urban projects integrated with the Sustainable Development Goals, considering world references on the subject and national, state and municipal legislation regarding the Neighborhood Impact Study (EIV);
3. Construction of a prototype for application of the model proposed in 1. and tests in special projects selected for a case study of the application of the model;
4. Description of the flow for measuring impacts and specification of hardware and software needed to apply the model.

#### **Activity 2.1.1 and 2.1.3: Urban Structuring / Land Use**

Considering the analysis approach adopted, based on the Spatial Model, the need is identified to jointly address, in the evaluation of the territory, the Urban Structuring and Land Use Strategies, following the logic of the items already discussed, as described below:

1. Evaluate the content of the Urban Structure and Land Use Strategies of the Master Plan in its concepts and guidelines, considering the results of the initial diagnoses and the related content, contained in the local, national and international agendas related to the topic;
2. Carry out the diagnosis, improvement and complementation of strategies and instruments related to urban structure and land use, involving at least:
  - 2.1. Diagnosis of the Municipality's situation in the metropolitan, regional, national and international contexts related to urban structuring and land use. Identify conflicts and potentialities in each context. Identify existing common actions and policies. Propose solutions aimed at resolving conflicts and taking advantage of the potential found;
  - 2.2. Carry out the mapping of the Municipality demonstrating the relationship with the municipalities of the metropolitan region, pointing out, at least:
    - 2.2.1. Relations and links between municipalities
    - 2.2.2. The trend of growth and movement of people, involving employment and housing;
    - 2.2.3. The relationship between municipalities in the exchange of goods and services;
    - 2.2.4. Regional reach equipment;
    - 2.2.5. Regional hubs / areas of attraction.
  - 2.3. Carry out the diagnosis and mapping, involving urban situations of interest to the Municipality that involve other entities, such as the municipalities of the metropolitan region, the State and the Country. eg: Disposal of solid waste, management conflicts in relation to conservation units incident on the territory, areas of influence of conservation units;
  - 2.4. Carry out the diagnosis and mapping of the population profile involving, at least, the population's living conditions, social indicators, HDI, population density - urban density (gross and net), demographic dynamics, population projection (10, 20 and 30 years), health and education indices, to be associated with the demand and supply of equipment and infrastructure, factors of inequality and social

vulnerability. Correlate with the planned densities, distribution of equipment and infrastructure, with a view to:

- 2.4.1. Propose redistribution of planned densities, related to the availability of urban infrastructure and structure, and/or;
- 2.4.2. Predict the need to complement urban structure and infrastructure, according to the population characteristics found.
- 2.5. Historical background and urban evolution: evaluate the urban evolution of the occupation of the territory, involving the historical series of maps containing the identification of reference elements of the urban space and the main road articulations by periods, dynamics of the occupation of the territory and the impact of different land use plans, enabling analysis of dispersion and compactness of the urban area;
- 2.6. Carry out the analysis and mapping of land use and occupation, identifying conflicts, potentialities and development trends:
  - 2.6.1. Relate the characterization of occupation and production of the territory to the occupation profile of urban and rural land and the characterization of transition spaces;
  - 2.6.2. Propose solutions related to the urban structure and specific land use for each type of territory, especially transition spaces, in order to resolve conflicts and potentialities, considering compliance with the provisions of the Strategies;
- 2.7. Carry out an analysis of conflicts, potentialities and trends in the development of the territory in relation to the transition of urban and rural uses. Characterize transition spaces, making it possible to identify areas to be established as such, from the point of view of urban structuring and land use;
- 2.8. Review, categorize and identify areas and reference elements<sup>6</sup> of urban space, such as hospitals, universities, schools, health centers, museums, day care centers, squares, public transport, conservation units, Special Areas and others, correlating them to their scope in the international / national / regional / metropolitan context / location, as well as its relationship with the user population profile and expected population densities, in order to verify the adequacy of the Master Plan to the demands generated.
- 2.9. From the identification of the main equipment, review, categorize and identify the main existing and potential articulations established between the areas and the reference elements, such as the road system and also the main green and blue corridors, to identify the connections of a natural character.
- 2.10. Based on the results of 2.8 and 2.9, carry out mapping and proposal containing the articulation of systems, areas and reference elements with each other, in order to prepare a proposal for the Spatial Model. The layer must be structured in such a way that the elements that make up the urban space are legible among themselves from the point of view of configuring the urban landscape. Assessment and mapping should involve, at a minimum:
  - 2.10.1. The centralities and main articulations of the territory;
  - 2.10.2. The main axes / paths, intersections / nodal points, landmarks / visuals;
  - 2.10.3. STREET SYSTEM involving the main existing, projected (guidelines) or potential streets, their interrelationships, correlating with the existing and potential characteristics of each location, conflicts and urban-environmental potential, the consolidated city and to be consolidated, the growth trend, the transition spaces, the environmental and cultural vulnerability of the spaces, among others;
  - 2.10.4. AREAS OF URBAN-ENVIRONMENTAL IMPORTANCE, existing and potential, that can be added to the Open Space System, such as squares, complementary green spaces, waterfront, conservation units, landscaped paths, visual emergency points, forest remnants, including

---

<sup>6</sup> According to the basis set forth in Art. 5 of the PDDUA, the areas and reference elements are characterized as part of a system of articulated reference spaces, built or not, of local, urban or regional scope, characterized by collective use and the promotion of social interaction, with a view to enhancing the legibility of the city through the strengthening of centralities and the valorization of the environmental heritage.

NATURAL HERITAGE AREAS, among others. In this structuring, it is possible that the green and blue corridors, for example, are configured as connection elements between these areas, fulfilling their specific functions, as is established for the Road System.

- 2.10.5. Identify the types of encumbrance of green areas and natural areas existing in the PDDUA, in order to contemplate the different types of elements found, with their respective functions, in addition to adapting to the nomenclature established in the federal environmental legislation, in the applicable cases, as well as a rectification of the nomenclature, in non-applicable cases. Ex.: Encumbrance of the PDDUA Natural Park diverges from the Natural Park of the National Forest Code.
- 2.10.6. COMMUNITY EQUIPMENT NETWORKS involving, at least, health, education, sport/leisure, security, transport, solid waste system, social assistance and culture, identifying the potential and needs of the territory, in relation to these elements, establishing a relationship with the existing population and the population density foreseen in the PDDUA;
- 2.10.7. SPECIAL AREAS provided for in the PDDUA, seeking to integrate these areas into the urban structure and into the Spatial Model, as appropriate, considering that, currently, these areas are inserted without proper articulation with the surrounding areas.
- 2.11. Assess the service and spatial distribution (current and planned) of basic sanitation infrastructures, including their range of coverage: water supply and sanitary sewage networks, solid waste collection, drainage, public lighting, identifying needs and potentialities considering the territory development. Relate to existing and planned densities. Propose changes in the distribution of densities, related to the distribution of basic sanitation infrastructure, and/or identify the need for improvements arising from the spatial distribution of these networks in the territory;
- 2.12. Evaluate the relationship of the existing and predicted urban occupation in the PDDUA, correlating them with the flood spots of RT (return time) of 10 years or less, in order to support the proposition of specific occupation criteria when applicable and, on the other hand, of the need for mitigation measures, according to the characteristics of the identified territories, such as a flood protection system, considering the type of intended occupation, the presence or absence of buildings, their uses, constructive forms and accesses, among others;
- 2.13. Assess the situation of public security in the territory relating it to the characteristics of the existing urban structure and land use. Propose models of solutions to be implemented in the territory resulting from the situations encountered.
- 2.14. Assess the situation of the gender issue, relating it to the characteristics of the existing urban structure and land use. Propose models of solutions to be implemented in the territory resulting from the situations encountered.
- 2.15. To evaluate the urban morphology from the land structure and predominant typologies in the territory, considering the current occupation and the occupation scenarios according to the rules of the current Master Plan, allowing the identification of the different patterns of spatial occupation and their relationship with the identity in the local scale, involving the characterization of formal and informal cities.
  - 2.15.1. Correlate the results with the current and proposed spatial model.
  - 2.15.2. Propose morphological parameters that are in harmony with the existing situation and that at the same time meet the development intentions foreseen in the Strategies and in the proposed Spatial Model, establishing a harmonious transition between the various elements contained in the model.
- 2.16. Evaluate the spatial distribution of the activity regime in relation to the predominance of existing activities, by territory and the development trend.
  - 2.16.1. Correlate with the situations of the territories in relation to urban mobility, primarily active mobility, identifying conflicts and potential.
  - 2.16.2. Propose solutions on the topic;

- 2.17. Evaluate the distribution of the urban system in force in the territory, correlating with the configuration of the resulting urban landscape.
  - 2.17.1. Compare the results regarding the fulfillment of the existing and proposed Spatial Model.
  - 2.17.2. From the consolidation of the model, propose adjustments to guarantee the legibility in the spatialization of the Strategies, which occur through the configuration of the urban landscape;
- 2.18. Evaluate the territory from the point of view of Sustainability, proposing solutions to improve the conditions of the Municipality in relation to the affected topics:
  - 2.18.1. Evaluate ways of maintaining and expanding green areas, in order to contribute to the mitigation of greenhouse gas (GHG) emissions, increase the permeability rate of soils, improve urban drainage and cool local temperatures. List indicators for monitoring. Identify the percentage of undeveloped urban land (excluding green areas and areas of public use) total and by urban levels, relating to the use of indicators for monitoring.
  - 2.18.2. Develop monitoring parameters and indicators related to urban sustainability, involving, where applicable, sustainable management of natural resources, preservation zones (relating to degraded areas, to be recovered, preserved, as well as the constitution of networks of environmental structuring areas), air pollution, disaster risk reduction, promotion of economic-sustainable development, well-being and quality of life.
  - 2.18.3. Carry out analysis of buildings, habitability, energy efficiency and climate change: Climate assessment in relation to the design of spaces, buildings, constructions, services and infrastructures with attention to resilience. Establishment of solutions for implementing energy efficiency measures. Strategies for mitigating urban heat islands. Develop inducing parameters and monitoring indicators.
  - 2.18.4. Develop parameters and indicators of the different scales of the Climate Diagnosis that influence the configuration of urban structure, urban morphology, architectural typologies, open spaces and land use, aiming at the environmental sustainability of the territory. Indications of concrete measures for climate policy, emission reduction and actions to mitigate and adapt to climate change.
  - 2.18.5. Evaluate the use of instruments capable of promoting the rehabilitation of underused or obsolete buildings, which do not perform a social function or which are located in areas of urban degradation, enabling the revitalization of already consolidated urban spaces. Develop instruments and incentives for the rehabilitation of these buildings, considering sustainability criteria and facing housing challenges. Develop inducing parameters and monitoring indicators.
  - 2.18.6. Propose solutions for the implementation of energy generation systems from renewable sources. Develop inducing parameters and monitoring indicators.
  - 2.18.7. ENVIRONMENTAL COMFORT - Establish Environmental Comfort criteria for public urban spaces in relation to thermal (heat islands), lighting, acoustic and wind aspects, with a focus on public spaces, their relationship with urban morphology and structuring, with the urban regime, with activities, with green areas and afforestation.
    - 2.18.7.1. Evaluate the environmental comfort of urban spaces, focusing on thermal aspects (heat islands) and winds, with the objective of building Environmental Comfort Maps of the Municipality and establishing criteria for the establishment of models that improve the performance of urban space in these aspects.
    - 2.18.7.2. Establish criteria for evaluating acoustic comfort in urban space and test models for application in the territory.
    - 2.18.7.3. Develop indications for a methodology for mapping noise levels, with identification of critical areas considering acoustic comfort, aiming at subsidies for land use, urban afforestation and buildings.

- 2.18.8. SUSTAINABILITY INDICATORS - To encourage the adoption of sustainability concepts in the production of the built environment, developing and defining project goals and performance indices. Adopt sustainability indicators to assess the urban territory in order to promote sustainable development.
- 2.18.9. Propose indications for the potential of implementing the sharing of electric and sustainable services. Measures to favor electromobility and other sources of clean energy.

### **Activity 2.1.2: Urban Mobility**

The content of the Urban Mobility Strategy to be addressed involves, at a minimum:

1. Carry out an evaluation of the content of the Urban Mobility Strategy of the Master Plan in its concepts and guidelines, considering the results of the initial diagnoses and the related content, contained in the local, national and international agendas related to the theme;
2. Carry out the diagnosis, improvement and complementation of strategies and instruments related to Urban Mobility, involving at least:
  - 2.1. Identification and location of the main international, national, regional, metropolitan and local articulations (with respect to neighboring municipalities), as well as the synergy involved in each articulation, through report and maps, demonstrating, at least:
    - 2.1.1. The relationships and links between municipalities involving the road system of regional interest (individual and collective transport, intercity roads and highways, metropolitan lines, regional embarking and disembarking points/structures).
  - 2.2. Evaluate the different modes of urban transport, correlating with existing and planned population densities, the distribution of activities by territory, identifying conflicts and potential. Propose integrated solutions, through reports and maps, correlating the types of occupations to be proposed with the types of incident modes. Make indications for specific details related to mobility. Assessments must involve, at a minimum:
    - 2.2.1. Classification, hierarchy of the street system and organization of circulation;
    - 2.2.2. Integration of public transport modes and these with private and non-motorized ones;
    - 2.2.3. Travel generator hubs;
    - 2.2.4. Metropolitan transport in the Municipality;
    - 2.2.5. Public transport by city area, involving correlation between demand and system capacity;
    - 2.2.6. Street infrastructure, considering traffic bottlenecks and discontinuity points;
    - 2.2.7. Infrastructure for cargo transport;
    - 2.2.8. Capacity of the road network and urban transport support structure, correlated to land use and occupation, existing and planned population densities and the distribution of existing jobs;
    - 2.2.9. Cargo and service transfers;
    - 2.2.10. Distribution of transport equipment, involving collective transport terminals, ports, waterway terminals, marinas, airports, among others;
    - 2.2.11. Waterway transport;
    - 2.2.12. Scope of the implemented and planned cycling network by area of the city;
    - 2.2.13. Mobility conditions for pedestrians by city area, considering comfort and safety;
    - 2.2.14. Linkages between different modes by city area.
    - 2.2.15. Measures to favor electromobility and other sources of clean energy. Evaluate with urban structure.
    - 2.2.16. Evaluate the adoption of a densification parameter and mixed-use development close to public transport corridors and stations;
    - 2.2.17. Evaluate the adoption of parameters that induce the location of houses close to jobs, services and opportunities;
    - 2.2.18. Evaluate the reformulation of the urban environment to encourage walking and cycling with the adequacy of sidewalks, implementation of paths for cyclists and cross lanes for pedestrians. Establishment of models;
    - 2.2.19. Evaluate the size of blocks correlating with appropriate standards for active mobility;

- 2.2.20. Evaluate the adoption of a polycentric urban structure correlating with adequate standards for active mobility.

#### **Activity 2.1.4: Environmental Qualification**

The content of the Environmental Qualification Strategy to be addressed involves, at a minimum:

1. Carry out an evaluation of the content of the Environmental Qualification Strategy of the Master Plan in its concepts and guidelines, considering the results of the initial diagnoses and the related content, contained in the local, national and international agendas related to the topic;
2. Carry out the diagnosis, improvement and complementation of strategies and instruments related to Environmental Qualification, involving at least:
  - 2.1. Diagnosis and mapping of the Municipality's situation in the international, national, regional, metropolitan, and local contexts, involving the theme Environmental Qualification, according to definitions established by the PDDUA, demonstrating areas of influence, management conflicts and solution proposals, aiming at the adequate integration to the urban structure;
  - 2.2. Assessment of geological, geomorphological, geotechnical and soil classification aspects, environmental aptitudes and vulnerabilities, soil contamination and its interference in the existing and planned urban structure, and the risk situations to which the areas may be exposed. Relate the identified areas with the occupation zoning provided for in the PDDUA, in order to identify inconsistencies and propose solutions. Establish impact mitigation criteria for the purpose of occupation and identification of areas subject to mitigation based on the criteria listed;
  - 2.3. Assess the region of the Arquipélago neighborhood, taking into account the environmental relevance and the existing hydrological, geological and geotechnical risk, studying the level of risk to which the areas may be exposed, considering the type of occupation, the presence or not of buildings, their uses, constructive forms and accesses, with the aim of presenting a proposal identifying the areas that can be occupied, considering specific criteria for this territory;
  - 2.4. Regarding drainage, evaluate the situation of its existing capacity related to the existing occupation, considering the Urban Drainage Master Plans (PDDrU) for the studies of the Porto Alegre watersheds, the Municipal Basic Sanitation Plan (PMSB/2015) and the Metropolitan Flood Protection Plan (METROPLAN), aiming to consider in the analysis of the Master Plan, where applicable, the conditions and elements resulting from this analysis, involving, at least:
    - 2.4.1. Evaluate the zoning of risk areas (in terms of hydrological risk) in relation to the occupation zoning provided for in the Master Plan, identifying risks, conflicts and potential.
    - 2.4.2. Evaluate the capacity of existing drainage networks related to the existing occupations and provided for in the Master Plan, identifying areas with a lack of infrastructure and areas with the possibility of densification, exclusively under these criteria.
  - 2.5. Characterization of the structural elements of the cultural and natural landscapes, in relation to their form and function, as well as the diagnosis of their relationship with the existing and planned urban structure.
  - 2.6. Conceptualize, classify and categorize the main areas and representative elements, existing or potential, tangible or intangible, that make up the Environmental and Cultural Heritage. Assess your situation in the urban context from the point of view of conflicts and potential. Propose solutions for the harmonious integration of these components into the urban structure, seeking to resolve conflicts and enhance potential, integrating the most significant elements into the Spatial Model.
    - 2.6.1. ENVIRONMENTAL HERITAGE:
      - 2.6.1.1. The main natural elements that make up the territory of the Municipality, involving, on a macro scale, the vegetation cover that can be preserved, the basins and sub-basins, the logic of surface drainage, the floodable areas, the swamps, the main reference elements of the natural environment such as water courses, green and blue

- corridors, among others, enabling the delimitation of areas with common characteristics;
- 2.6.1.2. In addition to the provisions of 2.6.1.1, the natural elements must be evaluated from the following point of view: Categorize these elements by degree of anthropization / preservation / vulnerability, in order to identify the areas that can be preserved, the areas to be recovered and the areas to be properly integrated into the urban structure, through the Open Space System.
  - 2.6.1.3. Identify and prioritize the preservation and recovery in the territory, of the great natural sets formed by the water courses and bodies, their sources, margins and vegetated masses through corridors that interconnect them, and allow the recharge of the springs. Provide strategies and actions for the recovery of native vegetation cover in already deforested APPs, hilltops and banks.
- 2.6.2. **CULTURAL HERITAGE:** Carry out a review and proposals regarding the establishment of analysis criteria and established parameters, for the identification of areas and elements, considering their contribution to the appreciation of the urban landscape, the integral elements and their relationship between them and the surroundings, based on national and international references on the subject. Also, specifically:
- 2.6.2.1. Areas of Cultural Interest - Based on the results of 2.6.2, map the existing and potential nuclei, using, as recommended by the Historical and Cultural Heritage Team of the Municipal Department of Culture (EPAHC-SMC), the studies already carried out as starting point of analysis.
  - 2.6.2.2. Listed and inventoried properties for structuring and compatibility - in addition to the provisions of 2.6.2, use national and international references applicable to the topic to identify the different types of solutions adopted to make these elements compatible with the surroundings, as well as the types of mitigation adopted. Develop scenarios using references found by category type to identify applicable models.

#### **Activity 2.1.5: Economic Promotion**

The content of the Economic Promotion Strategy to be addressed involves, at a minimum:

1. Carry out an evaluation of the content of the Economic Promotion Strategy of the Master Plan in its concepts and guidelines, considering the results of the initial diagnoses and the related content, contained in the local, national and international agendas related to the topic, review the content and prepare proposals for the review of the Master Plan, considering the results obtained.
2. Carry out the diagnosis, improvement and complementation of strategies and instruments related to Economic Promotion, involving at least:
  - 2.1. Carry out an evaluation of the territory from the point of view of the municipality's relationship in the international, national, regional and metropolitan context, involving the relationships and links between entities in the exchange of goods and services; the trend of growth and movement of people involving employment and housing; the joint potential in economic, tourist or rural development activities, with results spatialized in the territory, for the purposes of correlation with the zoning of use and the evaluation of activities as provided for in the Master Plan and preparation of proposals, considering the results obtained.
  - 2.2. Carry out an assessment of the territory related to employment and income, predominant productive activities, primary, secondary and tertiary activities, the Municipality's productive potential, existing and potential employment and income generating poles for purposes of correlation with the zoning of use and the evaluation of activities as provided for in the Master Plan and preparation of proposals, considering the results obtained and the characteristics of each location;

- 2.3. Carry out a critical analysis and review of the Master Plan's content in relation to the spatial distribution of activities in the territory, based on the review of the activities' annexes, correlating with the zoning of use from the results obtained;
- 2.4. Make indications for details of plans, programs and projects;
- 2.5. Develop and detail the city's financing strategies, with a view to enabling the development of its public policies.

#### **Activity 2.1.6: City Development**

The content of the City Production Strategy to be addressed involves, at least:

1. Carry out an evaluation of the content of the City Development Strategy of the Master Plan in its concepts and guidelines, considering the results of the initial diagnoses and the related content, contained in the local, national and international agendas related to the topic;
2. Carry out the diagnosis, improvement and complementation of strategies and instruments related to City Development ,involving at least:
  - 2.1. Conceptualize, classify and categorize the main areas characterized as of social interest (occupied by low-income population), foreseen, existing and potential. Assess their situation in the urban context, identifying the needs, conflicts and potentialities related to the integration of these areas into the urban structure. Propose solutions for the harmonious integration of these areas into the urban structure, seeking to resolve conflicts and enhance their potential, integrating them into the Spatial Model. Propose specific urban and environmental parameters for these areas, seeking to recognize their characteristics and integrate them harmoniously into the consolidated environment.
    - 2.1.1. Evaluate the housing deficit, especially that related to low-income populations, including the homeless population, and relate it to the identification of areas and potential actions to meet the demand.
    - 2.1.2. Evaluate, in addition to the provisions of 2.1.1, precarious settlements and their conditions related to risks, accessibility, infrastructure, habitability conditions and regularization status. Evaluate possibilities of insertion into the urban structure and the necessary actions to resolve urban and environmental conflicts, to improve the conditions of the affected population and the place where it is inserted;
    - 2.1.3. Carry out research and propose adequate housing and urban standards that meet the basic needs of habitability, guaranteeing technical, economic, human, symbolic, social and environmental performance, using successful national and international references related to the topic.
  - 2.2. Evaluate the main areas of urban space that were the object of special projects implemented in the last 20 (twenty) years, with a view to consolidating the transformations of the territory and evaluating the effectiveness of the established parameters and criteria involving:
    - 2.2.1. The main areas that were the subject of the special projects;
    - 2.2.2. The main framing criteria that were the subject of special projects;
    - 2.2.3. Heat maps indicating the degree of transformation of the areas and their surroundings.

#### **Activity 2.1.7 Urban Implementation Instruments**

Carry out the review and evaluation of existing urban planning instruments and new instruments that may meet the objectives of the Master Plan revision, as to its applicability and fulfillment of its objectives. Use research in national and international references to propose improvements / additions or modifications to the functioning of the instruments. Establish and detail the criteria and forms of application of each instrument, seeking to remedy inconsistencies and ensuring compliance with the objectives. For each delivery, make the segmented and detailed report for each instrument, using georeferenced maps containing the spatialization of the use of the instruments, spreadsheets and others, when applicable, in order to make clear their applicability and operation, containing, in addition to the provisions above, at least:



1. URBAN REGULATION PARAMETERS: Considering the results of the concepts and diagnoses of the territory and the planning system, as well as the evaluation and revision of the current legislation, correlate the parameters and general norms of the urban regime, with the results obtained in order to identify conflicts, potentialities and propose the attribution of parameters, not necessarily the current ones, that meet the provisions of the Spatial Model to be consolidated, as well as the results of the different Strategies studied.
2. PLANNING IMPLEMENTATION INSTRUMENTS: Considering the results of the concepts and diagnoses of the territory and the planning system, as well as the evaluation and review of current legislation, correlate the planning instruments with the results obtained in order to identify conflicts, potentialities and propose the attribution of parameters, not necessarily those in force, that meet the provisions of the Spatial Model to be consolidated, as well as the results of the different Strategies studied, containing at least the following instruments:
  - 2.1. LAND USE AND APPLICATION RULES - Review the soil use and application rules, considering that the proposed solutions should result in clear and consistent criteria in relation to the objectives to be achieved;
  - 2.2. TRANSFER OF DEVELOPMENT RIGHTS: Develop a proposal to enhance the applicability of the instrument as an inducer of urban development, as well as assist in policies for the protection of environmental and cultural heritage;
  - 2.3. PURCHASE OF DEVELOPMENT RIGHTS(additional construction): Develop a proposal to enhance the applicability of the instrument as an inducer of urban development, as well as assist in policies for the protection of environmental and cultural heritage. Evaluate the efficiency of monitoring methods in fulfilling the instrument's objectives, as well as in the allocation of resources, proposing improvements, in view of the interface with geoprocessing systems and the proposal of the planning platform.
  - 2.4. PURCHASE OF DEVELOPMENT RIGHTS (LAND USE): Carry out a reference search in relation to the application of the instrument, with a view to integrating it into the Master Plan. Propose its application in order to ensure compliance with the objectives of the consolidated Strategies through the Master Plan revision.
  - 2.5. TAXING AND INCENTIVES: Carry out the review and evaluation of the use of the Taxation and Incentives instruments existing in the Municipality, regarding the fulfillment of its objectives and the land value capture in the proposed policies. Evaluate the applicability of the use, as well as the monitoring, of other taxation instruments and incentives existing in Brazil and in the world, with a view to inducing the fulfillment of the proposed objectives, proposing improvements, in view of the interface with the development of the proposal for the Planning Platform.
  - 2.6. SPECIAL PROJECTS: Review and evaluate the use of the Special Projects instrument provided for in the Master Plan, with regard to the fulfillment of its objectives in the proposed policies. Evaluate the application and operation of each type of Special Project, proposing the optimization in the application of the instrument, as appropriate, with a view to achieving the established objectives. Evaluate and propose ways of monitoring this instrument, with the objective of evaluating its interference in the transformation of the territory, the development trend of areas that imply the need for the application of the instrument, the appreciation of the areas as well as the identification of the need for adjustments in the map of the master plan in accordance with the confirmation of the establishment of a development trend in the territory. Establish interfaces with the development of the proposal for the Planning Platform.
  - 2.7. PREEMPTION RIGHTS: To review and evaluate the use of this instrument in Brazil and in the world, considering its applicability in the territory of the Municipality for the purpose of fulfilling its objectives in the policies proposed.
  - 2.8. SURFACE RIGHTS: To review and evaluate the use of this instrument in Brazil and in the world, considering its applicability in the territory of the Municipality for the purpose of fulfilling its objectives in the policies proposed.
  - 2.9. REAL ESTATE CONSORTIUM: To review and evaluate the use of this instrument in Brazil and in the world, considering its applicability in the territory of the Municipality for the purpose of fulfilling its objectives in the policies proposed.

- 2.10. NEIGHBORHOOD IMPACT STUDY: To carry out a review and evaluation of the use of this instrument in Brazil and in the World, considering its applicability in the Municipality's territory for the purpose of fulfilling its objectives in the proposed policies. Evaluate the consistency of existing and active legislation on the territory, seeking to improve the instrument, according to the results of the master plan review process.
- 2.11. CONSORTED URBAN OPERATION: To carry out a review and evaluation of the use of this instrument in Brazil and in the World, considering its applicability in the Municipality's territory for the purpose of fulfilling its objectives in the proposed policies. Evaluate the consistency of existing and active legislation on the territory, seeking to improve the instrument, according to the results of the master plan review process.
- 2.12. COMPULSORY INSTALLMENT, BUILDING AND USE OF LAND: To review and evaluate the use of this instrument in Brazil and in the world, considering its applicability in the territory of the Municipality for the purpose of fulfilling its objectives in the policies proposed.
- 2.13. TRANSVERSAL PLANS, PARTIAL PLANS, NEIGHBORHOOD PLANS, AMONG OTHERS: Carry out national and international theoretical reference research related to the topic, evaluating its functioning and applicability in the territory of the Municipality. Make proposals for the operation and application of these instruments to be evaluated and consolidated in the master plan review process. The transversal plans, partial plans and detailed plans, among others, are instruments through which it is possible for the Municipality to carry out and implement its plans, programs and projects, focusing, especially, on public spaces and spaces of public interest, with the use of linked scales that allow the orderly implementation of projects. Also enabling the establishment of clear objectives to be achieved, in the case of monitoring the territories. In this way, we identified that the use of these instruments can be fundamental, in the Municipality, to guarantee the fulfillment of the objectives in the policies to be proposed in the scope of the revision of the master plan.
- 2.14. ENVIRONMENTAL IMPACT ASSESMENT: The instrument is used, although it is not listed in the Master Plan's list of instruments. To carry out a review and evaluation of the use of the Environmental Impact Study instrument in the Municipality of Porto Alegre, with a view to enhancing and optimizing its applicability in the territory. Evaluate and propose optimizations in the forms of indication and monitoring of mitigation and compensation in the territory, as appropriate, resulting from the results of these studies, with a view to improving the use of the instruments.
- 2.15. ENVIRONMENTAL FEASIBILITY ASSESMENT - EVA: Evaluate the inclusion of EVA (Environmental Feasibility Study), along the lines of what exists in São Paulo: it integrates environmental licensing, just as the EVU integrates urban licensing. The EVA is the study that precedes the preparation of the EIA/RIMA (Environmental Impact Study and Environmental Impact Report) and the design of the project, and aims to present, analyze and define the best locational alternatives for an enterprise, allowing the entrepreneur to select the one that best meets their economic and legal expectations and that provides for the preservation of the environment. It allows establishing guidelines for environmental licensing to be followed and subsidizes decision-making regarding the environmental and economic feasibility of implementing and operating the enterprise.
- 2.16. ENVIRONMENTAL AND CULTURAL IMPLEMENTATION INSTRUMENTS: Carry out the review and evaluation of the use of these instruments in Brazil and in the World, considering their applicability in the territory of the Municipality for the purpose of fulfilling their objectives in the proposed policies. Carry out the development of proposals for regulations and specific incentives for use in urban-environmental planning and licensing processes, which relate to incentives for environmental and cultural issues, as appropriate.
- 2.17. SUSTAINABILITY IMPLEMENTATION INSTRUMENTS AND PARAMETERS: To carry out a review and evaluation of the use of these instruments in Brazil and in the World, considering their applicability in the Municipality's territory for the purpose of fulfilling its objectives in the proposed policies. Carry out the development of proposals for specific regulations and incentives for use in urban-environmental planning and licensing processes, which relate to sustainability attributes, such as insolation, ventilation, energy consumption, use of technologies in urban space, stimulus to walkability,

active facades, fruition areas, among others. Regulations and instruments such as green roofs, green streets with infiltration beds, among others.

**Activity 2.2.1 Characterization, analysis, diagnosis, indications and proposals for the Urban Planning Management System (SMGP)**

The content of the Planning System assessment involves, at a minimum:

1. Present a diagnosis containing the functional assessment of the current Planning System, based on its characterization and analysis, in order to ensure compliance with the agreed strategies, involving at least:
  - 1.1. Review of the content of the Planning System Strategy in its concepts and guidelines, considering the results of the initial diagnoses and the related content contained in the local, national and international agendas related to the topic;
  - 1.2. Description and evaluation of the legal/operational structure of the Municipality regarding the urban-environmental planning and urban-environmental licensing processes:
    - 1.2.1. Forms and levels of action of Environmental Urban Planning in the Municipality;
    - 1.2.2. Urban and environmental licensing processes - Assessment of performance in public and private spaces.
  - 1.3. Description and evaluation of the articulation between the agents of the operation and the environmental urban planning:
    - 1.3.1. SMGP structure for the operation of urban-environmental planning and licensing;
    - 1.3.2. Action and articulation of SMGP member bodies;
    - 1.3.3. Role of councils and commissions in urban-environmental planning and licensing;
    - 1.3.4. Society participation in the SMGP.
  - 1.4. Diagnosis and evaluation of the current situation of the Municipality in relation to the integration and compatibility between plans, programs and sectorial projects with the Master Plan, with a view to enabling their compatibility;
  - 1.5. Carry out research on national and international theoretical references on the subject, seeking solutions related to the reality of the Municipality, in particular urban and environmental management, more precisely regarding the ways of monitoring urban development and use of indicators.
  - 1.6. Review the spatial structure related to the Planning System, based on the review of the Spatial Model, making it compatible with Planning regions, the Participatory Budgeting and other territorial divisions applicable for land management purposes.
2. Review the Planning system, involving structure, articulation of agents and ways of functioning, so that it can act in an integrated way with the conception of the Urban Planning Platform, enabling the development of urban and environmental management using geoprocessing tools, indicators and development scenarios in decision making, containing, at least:
  - 2.1. About the legal/operational structure:
    - 2.1.1. Forms and levels of action of Urban Environmental Planning in the Municipality - Prepare a proposal for the forms of action of the Municipality, with the established conditions and make indications of the necessary regulations for the operationalization.
    - 2.1.2. Urban and environmental licensing processes - Prepare a proposal for the way the Municipality acts in public and private spaces, with the established conditions and make indications for the necessary regulations for the operation.
  - 2.2. About the articulation between the agents:
    - 2.2.1. SMGP structure proposal for the operation of urban-environmental planning and licensing;

- 2.2.2. Proposal and characterization of the forms of action and articulation of the bodies that make up the SMGP;
- 2.2.3. Definition of the role of councils, commissions and other forms of representation of society in urban-environmental planning and licensing;
- 2.2.4. Definition of forms of society's participation in environmental urban planning.
- 2.3. About the integration with sector plans, programs and projects:
  - 2.3.1. Prepare proposals for the development of methodologies for specific plans, transversal plans, detailed plans, consortium urban operations, regional action plans, special projects, among others. Make indications for regulations.
- 2.4. About urban environmental management:
  - 2.4.1. Prepare a proposal for the definition of urban-environmental management models involving monitoring of urban development, use of indicators and development scenarios, integrated with geoprocessing systems and the Urban Planning Platform.
- 3. About the Urban Performance Assessment System (SADUR): According to the provisions of the PDDUA, SADUR should allow the monitoring of the proposed changes for the city, as well as provide subsidies for the evaluation of the impact of actions in the territory in an anticipated way. For the implementation of such a system, the revision of the Master Plan must provide for the development of a proposal for the establishment of models and parameters for the analysis of the impact of urban projects and performance indicators, to enable the evaluation and monitoring of urban-environmental development, which must involve, at least:
  - 3.1. Methodology proposal, involving:
    - 3.1.1. Basic concepts for the construction of the Model, involving the realization of an inventory of related PMPA needs - both in relation to the territorial dimension and in relation to management - in order to implement the construction of the Urban Performance Assessment System, as provided in the PDDUA;
    - 3.1.2. Methodology to be used for the multi-criteria analysis of aspects to be considered in the evaluation of the impact of urban projects, according to the concept that "there is no zero impact" and providing, therefore, models for the analysis from the global scale to the local scale, with prioritization criteria;
    - 3.1.3. Survey and application by sampling in the territory of the Indicators of Sustainable Urban Development, incorporating the contributions of international agendas, in particular the 2030 Agenda for Sustainable Development (SDG) and the New Urban Agenda, as well as the City Prosperity Index, involving the description of source of indicators, basic data and metrics to be used;
    - 3.1.4. Summary of description of models and evaluation parameters to be adopted, using texts, maps, graphs, tables and illustrations, referring to the physical, environmental, socioeconomic and population aspects analyzed, in a scale that allows adequate understanding of the information presented, through two-dimensional and three-dimensional models, identifying all data sources used.
  - 3.2. Systematization of the spatial information collected according to the logical structure of components and scales established in this Term of Reference. Characterization and analysis, involving:
    - 3.2.1. Characterization and Analysis of the correlations between territorial, infrastructural, environmental and anthropic variables that served as a basis for a pondered analysis of factors and characterization of needs and potentialities of different parts of the territory (Algebra of Maps/Performance Maps). Description of Performance Indicators (UN, OECD and other Institutions);
    - 3.2.2. Characterization and Analysis of the Master Plan Monitoring Indicators System currently used in Porto Alegre, focusing on the methodology of data collection and organization and the use of performance models;

- 3.2.3. Diagnosis on the application of the Monitoring Indicators System of the current Porto Alegre Master Plan ;
- 3.2.4. Indications for the review/update of the Master Plan's Monitoring Indicators System, inclusion/adaptation of the 17 SDGs to the Monitoring Indicators System;
- 3.2.5. Inclusion/adaptation of indicators for monitoring the quality of the intra-urban neighborhood space and computerized systems for collecting, organizing, analyzing, visualizing and sharing data and information about the municipal territory;
- 3.2.6. Indicators for productivity analysis and monitoring of SMGP activities;
- 3.2.7. PERFORMANCE INDICATOR - Evaluate the predicted urban density parameter versus existing urban density as a performance indicator from which urban growth is directed from the existing infrastructure.

### ***Activity 2.5.7 Development of an Urban Performance Indicator System***

The development of a System of Urban Performance Indicators for the city of Porto Alegre in order to allow the monitoring and continuous evaluation of the application of urban regulations will involve:

1. Proposal for a System of Performance Indicators correlated to the tests and models developed in Activity 1.1.5;
2. Systematization of indicators based on the different aggregation scales used in municipal urban planning: macrozones, planning management regions, neighborhoods, urban structuring units, urban structuring subunits, blocks and lots;
3. Preparation of manuals describing the processes for applying indicators and describing the current situation as ground zero as a reference scenario for monitoring the implementation of the Master Plan.

#### **3.2.1.2. Products**

In order to meet the scope of this Term of Reference, the development of ACTIVITIES is organized to be carried out in a consolidated manner in 08 (eight) PRODUCTS, according to the logical structure presented in item 4, to be delivered within **12 months**:

- PRODUCT 1 (P1) - WORK PLAN AND DATA AND INFORMATION MATRIX
- PRODUCT 2 (P2) - CONCEPTS AND DIAGNOSES
- PRODUCT 3 (P3) - ASSESSMENT OF STRATEGIES, SPATIAL MODEL AND PLANNING MANAGEMENT SYSTEM
- PRODUCT 4 (P4) - CONSOLIDATION OF CITY PERCEPTION
- PRODUCT 5 (P5) - PRESENTATION OF THE SPATIAL MODEL AND AND THE PLANNING MANAGEMENT SYSTEM
- PRODUCT 6 (P6) - DISCUSSION OF THE SPATIAL MODEL AND THE PLANNING MANAGEMENT SYSTEM
- PRODUCT 7 (P7) - CONSOLIDATION OF THE SPATIAL MODEL AND THE PLANNING MANAGEMENT SYSTEM
- PRODUCT 8 (P8) - CONSOLIDATION OF INDICATIONS, INSTRUMENTS, INDICATORS AND PARAMETERS FOR MASTER PLAN REVISION

The details of the PRODUCTS are listed below:

#### ***PRODUCT 1 (P1) - Work Plan and Data and Information Matrix***

PRODUCT 1 has the purpose of elaborating the detailing of the methodology of the products to be developed, detailing at least: (a) the planning of deliveries; (b) the technical and methodological approach; (c) the organization and allocation of personnel; and (d) the data and information matrix for reviewing the Porto Alegre master plan.

The planning of deliveries consists of proposing the main activities that will be delivered in each of the products, their content and duration, phases and relationships between them, milestones, preliminary list (including any partial documents and other documents that the CONTRACTED deems necessary for the detailing of the project) with the expected delivery dates of the products and their by-products (documents that make up the product). Additionally, the CONTRACTED shall include, in its planning, the elaboration of a risk matrix associated with the execution of the goals, with mitigation proposals.

In addition, the planning of deliveries must consider and explain the mechanisms that ensure efficiency and effectiveness in the execution of the works that are the object of the contract. The proposed delivery planning must be consistent with the technical approach and methodology, demonstrating understanding of the Term of Reference and ability to translate it into feasible products.

With regard to the technical approach and methodology for executing the products and their by-products, the CONTRACTED shall explain its understanding of the objectives of the work, focus of the services, methodology to perform the activities and obtain the product and its expected by-products, as well as the degree of detail and depth of these products and their by-products. The CONTRACTED shall explain, in detail, in a clear, objective and concise manner, for each of the foreseen goals, the methodology that it proposes to adopt and emphasize the compatibility of this methodology with the proposed approach.

For the organization and allocation of personnel, the CONTRACTED shall propose the structure and composition of its team and detail the main work disciplines, the coordinator(s), the responsible specialists, the technical and support staff. In the personnel allocation process, it is imperative to observe the need to form a multidisciplinary team that can interact in order to guarantee the delivery of products and their by-products with satisfactory quality and within the agreed deadlines and costs, according to the diversity and complexity that is required in the development of activities.

The methodology must address, in a detailed, clear, objective and concise manner, the development of the planned activities, among others that are appropriate or necessary in the view of the CONTRACTED or SMAMUS-PMPA. For this, it is important to observe the need to demonstrate how the actions of management, transmission and application of the experience acquired in the provision of each specified service will occur.

Additionally, the CONTRACTED shall present, in a meeting with SMAMUS-PMPA, a summary of the results associated with the production of documents related to the object of the contract.

In this way, the document containing the Work Plan and the methodological details must be composed of the following elements:

- (a) Descriptive memorandum containing, at least:
  - (a.1) List of products to be delivered;
  - (a.2) Details of deliveries, with their respective methodologies and tools to be used, including software and computer applications.
  - (a.3) Organizational chart of the contracted team, showing the project leaders, their work teams and interfaces with SMAMUS-PMPA, containing the allocation of specialists and technicians consistent with the methodology presented;
  - (a.4) Delivery schedule demonstrating the main activities to be carried out by the Contracted Party's team throughout the term of the contract, it being mandatory that the delivery schedule demonstrates the main contractual milestones and/or deliveries of products and their by-products (and any preliminary versions) of the Contracted accompanied by the project risk matrix;
  - (a.5) Matrix of Data and Information necessary to support the other stages of the project, structured in accordance with the proposed Plan strategies and the Sustainable Development Goals.

#### **A. Expected Product:**

Product (P1) to be delivered consists of:

1. Preparation of a Technical Report containing the Work Plan, the Methodology for Execution of Products and Services involving the elements required for the product, such as: the planning of

deliveries, the technical and methodological approach, organization and staffing, the risk matrix associated with the execution of the goals, with mitigation proposals and the data and information matrix for the review of Porto Alegre's master plan.

## **PRODUCT 2 (P2) - Concepts and Diagnostics**

PRODUCT 2 has as purpose:

1. Characterization of the Territory on an International / National / Regional / Metropolitan / Municipal Scale and, from this characterization, establish correlations with the current Master Plan (PDDUA - LC 434/99) in order to identify inconsistencies, areas of conflict and potentialities in the relationship with these scales, establishing indications for the development of strategic actions of the Municipality in relation to this aspect, approaching the economic, social and environmental themes. The characterization of the territory must involve, at least, the following themes:
  - a. Historical background and urban evolution;
  - b. Social development;
  - c. Economic development;
  - d. Transport and mobility;
  - e. Environment;
  - f. Landscape and cultural heritage;
  - g. Infrastructure and sanitation;
  - h. Public and public interest services;
  - i. Housing;
  - j. Real estate dynamics;
  - k. Public security;
  - l. Sustainability.
2. The characterization of the Urban Planning Management System considering its efficiency and the effectiveness of the strategic planning in accordance with the objectives established in the PDDUA and the implementation of the urban instruments foreseen in the Master Plan.
3. A critical assessment of the development concepts and guidelines contained in the PDDUA (LC 434/99), establishing correlations with the principles and guidelines provided for in the Sustainable Development Goals, especially SDG 11 and the provisions of the New Urban Agenda. Establish indications for structuring the territory so that it is possible to monitor its development in relation to meeting the Strategies to be consolidated, the Sustainable Development Goals and other development objectives that may be identified during the Master Plan Review.
4. Elaboration of territory diagnoses and development of the assessment of conflicts and potentialities related to their characterization in relation to the 9 (nine) components scored in item 1.1.1, On the Spatial Model Assessment, with the logical structure of the PDDUA, establishing indications for the development of subsequent Products to ensure sustainable urban development.

**For the development of PRODUCT 2 (P2), all components listed in item 1.1.1 must be addressed. The Spatial Model Assessment and in item 1.1.2. The Planning Management System, the provisions of the Activities described in item 3.2.1.1. Activities, as well as other information and observations contained in this Terms of Reference.**

### **A. Expected Product:**

Product (P2) to be delivered consists of:

1. Preparation of a Technical Report containing texts, figures, diagrams, spreadsheets, georeferenced maps, with spatialization of the data and information obtained and other documents necessary for the understanding of the topics covered in this stage.

2. Development of a methodology and producing the necessary subsidies to carry out the participation processes of society, regarding the scope of information produced within this stage, prior to the events, according to the schedule to be consolidated within the Master Plan Review process.

**PRODUCT 3 (P3) - Assessment of Strategies and Spatial Model and Planning Management System**

PRODUCT 3 has as purpose:

1. A critical and detailed assessment of the situation of the PDDUA Strategies, the need to complement approaches considering the results of the previous stage, their applicability, the efficiency and effectiveness of the instruments and parameters in force for their implementation, as well as the results from their spatialization, if they had the expected effectiveness over the years. Development of indications and proposals for discussion and consolidation in subsequent stages.
2. The assessment of the Spatial Model, based on the results obtained in the previous step and observing the provisions of item 1.1.1. The Spatial Model Assessment, of this Term of Reference, for each component of its structure, establishing indications and proposals for discussion and consolidation in the subsequent stages:
  - 2.1. Structuring in relation to the International / National / Regional / Metropolitan Scales;
  - 2.2. Intensive Occupation Area and Rarefied Occupation Area;
  - 2.3. Macrozones;
  - 2.4. Structuring Elements of the Spatial Model;
  - 2.5. Land Use Zones;
  - 2.6. Systems, Areas and Elements of Urban Structure;
  - 2.7. Urban Structure Units;
  - 2.8. Spatial Assessment and Zoning Regulation Standard ;
  - 2.9. Sustainability.
3. The assessment of the Municipal Planning Management System (SMGP) based on the aspects raised in the previous stage and observing the provisions of item 1.1.2. The SMGP Assessment, from this Term of Reference, for each component of its structure, establishing indications and proposals for discussion and consolidation in the subsequent stages:
  - 3.1. Administrative Structure;
  - 3.2. Participation channels such as Municipal Councils, Professional, Union and Business Entities, functionally linked to the urban development of the city, Residents' Associations and Planning Management Regions;
  - 3.3. Flows and Procedures;
  - 3.4. Urban Implementation Instruments;
  - 3.5. Information System;
  - 3.6. Urban Performance Assessment System;
  - 3.7. Definition of global and sectoral urban development actions and policies, special programs and projects;
  - 3.8. Other management tools.

**For the development of PRODUCT 3 (P3), all components listed in item 1.1.1 must be addressed. The Spatial Model Assessment and in item 1.1.2. The Planning Management System, the provisions of the Activities described in item 3.2.1.1. Activities, as well as other information and observations contained in this Terms of Reference.**

**A. Expected Product:**

Product (P3) to be delivered consists of:



1. Preparation of a Technical Report containing texts, figures, diagrams, spreadsheets, georeferenced maps, with spatialization of the data and information obtained and other documents necessary for the understanding of the topics covered in this stage.
2. Developing a methodology and producing the necessary subsidies to carry out the participation processes of society, regarding the scope of information produced within the scope of this stage, prior to the events, according to the schedule to be consolidated within the Master Plan Review process.
3. Preparing a report containing the necessary subsidies to carry out the MASTER PLAN ASSESSMENT CONFERENCE, on topics related to the scope of this Term of Reference, in the form of reports, maps, informative material, among others.

#### ***PRODUCT 4 (P4) - Consolidation of City Perception***

PRODUCT 4 aims to consolidate the results arising from the object of this Term of Reference, characterized as Technical Reading of the territory (PRODUCT 2 and 3), with the Community Reading resulting from the participatory processes carried out by PMPA, within the Master Plan Revision process, for the CITY PERCEPTION stage, with indications to contribute to the development of deliveries related to the SYSTEMATIZATION AND PROPOSALS stage.

It should be noted, for this stage, the forecast of holding the MASTER PLAN ASSESSMENT CONFERENCE, to be held by the PMPA, of which the results must be considered for the conclusion of this stage.

**For the development of PRODUCT 4 (P4), all components listed in item 1.1.1 must be addressed. The Spatial Model Assessment and in item 1.1.2. The Planning Management System, the provisions of the Activities described in item 3.2.1.1. Activities, as well as other information and observations contained in this Terms of Reference.**

The results to be consolidated are as follows:

1. Review and evaluation of the PDDUA Principles and Strategies, considering the correlation with the provisions of the Sustainable Development Goals, in particular SDG 11 and the New Urban Agenda, as well as considering the inclusion of a specific theme related to Social Development and Sustainable development.
2. Consolidation of the evaluation of the Spatial Model of the Master Plan and of the Municipal Planning Management System, considering the result of the diagnoses and the compilation of the Technical and Community Readings carried out, with indications for the development of the subsequent steps that are part of the SYSTEMATIZATION AND PROPOSALS stage.

#### **A. Expected Product:**

Product (P4) to be delivered consists of:

1. Preparation of a Technical Report containing texts, figures, diagrams, spreadsheets, georeferenced maps, with spatialization of the data and information obtained and other documents necessary for the understanding of the topics covered in this stage.
2. Development of a methodology and producing the necessary subsidies to carry out the participation processes of society, regarding the scope of information produced within this stage, prior to the events, according to the schedule to be consolidated within the Master Plan Review process.

#### ***PRODUCT 5 (P5) - Presentation Spatial Model and Planning Management System***

The purpose of PRODUCT 5 is to Systematize the Results of the studies carried out to date and consolidate the Proposal for the revision of the Master Plan Spatial Model for the purpose of carrying out a discussion with society, through the participation processes described in Normative Instruction 04 /2021 to be performed in the subsequent stage.

**For the development of PRODUCT 5 (P5), all components listed in item 1.1.1 must be addressed. The Spatial Model Assessment and in item 1.1.2. The Planning Management System, the provisions of the Activities**

described in item 3.2.1.1. Activities, as appropriate for the stage, as well as other information and observations contained in this Term of Reference.

**A. Expected Product:**

Product (P5) to be delivered consists of:

1. Preparation of a Technical Report containing texts, figures, diagrams, spreadsheets, georeferenced maps, with spatialization of the data and information obtained and other documents necessary for the understanding of the topics covered in this stage.
2. Development of a methodology and producing the necessary subsidies to carry out the participation processes of society, regarding the scope of information produced within this stage, prior to the events, according to the schedule to be consolidated within the Master Plan Revision process.

***PRODUCT 6 (P6) - Discussion of the Spatial Model and Planning Management System***

PRODUCT 6 has as purpose:

1. Compile the results obtained from the discussion with the Society carried out in the participatory processes developed by the PMPA, according to Normative Instruction 04/2021 and subsequent amendments, regarding the presentation of the results of the previous stage.
2. Set up base scenarios for the discussion to be held at the MASTER PLAN REVISION CONFERENCE, to be held by the PMPA, in accordance with the provisions of Normative Instruction 04/2021 and subsequent amendments, and the base materials must be produced at this stage to be evaluated by the Company at this event, based on studies carried out within the scope of this Term of Reference.

**For the development of PRODUCT 6 (P6), all components listed in item 1.1.1 must be addressed. The Spatial Model Assessment and in item 1.1.2. The Planning Management System, the provisions of the Activities described in item 3.2.1.1. Activities, as well as other information and observations contained in this Terms of Reference.**

**A. Expected Product:**

Product (P6) to be delivered consists of:

1. Preparation of a Technical Report containing texts, figures, diagrams, spreadsheets, georeferenced maps, with spatialization of the data and information obtained and other documents necessary for the understanding of the topics covered in this stage.
2. Development of a methodology and producing the necessary subsidies to carry out the participation processes of society, regarding the scope of information produced within this stage, prior to the events, according to the schedule to be consolidated within the Master Plan Review process.
3. Preparing a report containing the necessary subsidies to carry out the MASTER PLAN REVISION CONFERENCE, on topics related to the scope of this Term of Reference, in the form of reports, maps, informative material, among others.

***PRODUCT 7 (P7) - Consolidation of the Spatial Model and Planning Management System***

PRODUCT 7 aims to consolidate the results arising from the Technical and Community Readings resulting from the presentation of the Proposal for Revision of the Spatial Model and of the Planning Management System, correlated with the proposed revision of the Strategies under the terms of this document.

It should be noted, for this stage, the forecast of holding the MASTER PLAN REVISION CONFERENCE, of which the results should be considered for the conclusion of this stage.

PRODUCT 7 will constitute the basis for the development of the next stage, which will be characterized in the detailing of the instruments and parameters necessary for the implementation of the Strategies, correlated to the Spatial

Model and the Planning Management System, as well as the establishment of indications for the development of the territory and urban performance indicators related to the fulfillment of these strategies.

**For the development of PRODUCT 7 (P7), all components listed in item 1.1.1 must be addressed. The Spatial Model Assessment and in item 1.1.2. The Planning Management System, the provisions of the Activities described in item 3.2.1.1. Activities, as well as other information and observations contained in this Terms of Reference.**

**A. Expected Product:**

Product (P7) to be delivered consists of:

1. Preparation of a report containing the necessary subsidies for the realization of the Master Plan Assessment Conference, on topics related to the scope of this Term of Reference, in the form of reports, maps, informative material, among others.

***PRODUCT 8 (P8) - Consolidation of Indications, Instruments, Indicators and Parameters for the Master Plan Review***

PRODUCT 8 aims to present the final consolidation of the results presented, also considering the compilation and evaluation of the results arising from the MASTER PLAN REVISION CONFERENCE.

From the consolidation of the results, the details of the instruments and parameters necessary for the implementation of the Strategies must be presented, correlated to the Spatial Model and the Planning Management System, as well as the establishment of indications for the development of the territory and related urban performance indicators to meet these Strategies.

The expected results from the delivery of this PRODUCT will be the basis to support the preparation of the Prior Review Draft of the Master Plan, related to the scope described in item 1.1.1. The Spatial Model Assessment and in item 1.1.2. The Planning Management System, as well as the activities described in item 3.2.1.1. Of Activities.

**For the development of PRODUCT 8 (P8), all components listed in item 1.1.1 must be addressed. The Spatial Model Assessment and in item 1.1.2. The Planning Management System, the provisions of the Activities described in item 3.2.1.1. Activities, as well as other information and observations contained in this Terms of Reference.**

**A. Expected Product:**

Product (P8) to be delivered consists of:

1. Preparation of a Technical Report containing texts, figures, diagrams, spreadsheets, georeferenced maps, with spatialization of the data and information obtained and other documents necessary for the understanding of the topics covered in this stage.
2. Development of a methodology and producing the necessary subsidies to carry out the participation processes of society, regarding the scope of information produced within this stage, prior to the events, according to the schedule to be consolidated within the Master Plan Review process.

**3.2.1.3. Quality Assessment and Acceptance Criteria for Contracted Products and Services**

According to the schedule for preparing the products and services, the CONTRACTED shall submit the Technical Reports (TR) under the terms of NBR 10719<sup>7</sup> and any updates thereto.

All Reports must contain the signatures of the technicians responsible for their preparation.

---

<sup>7</sup> NBR10719 of 05/2015: Information and documentation - Technical and/or scientific report - Presentation

The CONTRACTED shall submit a Technical Report for each product, in accordance with the physical-financial schedule and specific guidelines contained in this document or issued by SMAMUS and UNDP.

Each Technical Report shall include, at least, without prejudice to others that the Contracted deems necessary:

- (a) Introduction;
- (b) Purpose;
- (c) Executive Summary, whose form and content summarize the methodology used, the results obtained and the scope of the work, as well as the main recommendations;
- (d) Description of Activities, whose content must present the methodological basis, the informational basis, including the data collected and generated spreadsheets;
- (e) Results;
- (f) Analytical study of the results;
- (g) General recommendations;
- (h) Attachments;
- (i) Maps must be delivered digitally in .shapefiles format, structured to compose the Municipality's database.

SMAMUS-PMPA and UNDP may request, at any time, the sending of partial TR to monitor the execution of the services.

SMAMUS-PMPA and UNDP may, at any time, request clarification from the Contracted about the execution of the services, aiming at the alignment of the products in their execution phase.

All documents produced by the Contractor must be presented in 02 (two) copies in physical media and, when delivered in digital format, must contain editable files, in the extensions *dwg/doc/xls/shp*, among others, and in print version (preferably in PDF). The design elements must be represented in separate layers and with different colors and attributes.

The TRs must be printed in A4 format, with technical drawings and/or other elements in adequate size and folded sheets in A4 format. The volumes corresponding to the technical drawings must be plotted in formats suitable for the respective scales, containing keys, technical drawings, schemes, diagrams, matrices, among others, and the formatting presentation must be defined in agreement with SMAMUS.

The technical drawings must be prepared for automated integration of the different themes, compatible with technological solutions that provide interoperability between different software. In this objective way, it facilitates technical communication between the actors involved in the project and the sharing of multidisciplinary information. With files compatible with this technology, it should be possible to insert information from different agents, helping to eliminate data redundancy and reduce the potential for errors at all stages of the project, in addition to allowing the automation of tasks such as documentation and detection of interferences.

The use of software must meet, at a minimum, the following guidelines:

- (a) Whenever possible, software that adheres to open standards should be adopted;
- (b) Proprietary standards may be accepted, on a transitional basis, maintaining the prospects of replacement as soon as migration conditions exist;
- (c) The standards published by the *Open Geospatial Consortium (OGC)*<sup>8</sup> should be adopted as a reference, prioritizing software approved or adhering to these standards.

After signing the contract, a prior meeting will be held with the contracted agent to confirm the team, update the execution schedule, define a matrix of responsibilities and other topics related to the execution of the contract. The start of activities will take place upon signature of the contract by both parties.

The products and services, at any stage, stage, level or condition of the production process, must be made available whenever requested by SMAMUS-PMPA within the requested period for quality assessment purposes.

---

<sup>8</sup> OGC is a worldwide community committed to improving access to geospatial or location information. It creates free and publicly available geospatial standards that enable new technologies, making it possible to connect people, communities and technology to solve global challenges and meet everyday needs. Source: <https://www.ogc.org/>.

Assessments of the quality of products and services, as well as the forms of presentation, must be carried out by SMAMUS-PMPA in accordance with official technical standards, considering the appropriate resolutions, scales, dimensions and quantities, standards and official legislation applied for each activity.

As a rule, SMAMUS-PMPA will have up to 30 days, extendable for an equal period, to accept the products, counted from the date of filing the documentation at SMAMUS-PMPA. The analysis will consider both the quality of the information and its adequacy under the terms of NBR 10719 and its eventual updates.

In the process of analyzing and manifesting the products and services delivered and performed by the Contractor, SMAMUS-PMPA may take a stand for:

- (a) Full approval;
- (b) Approval with presentation reservations;
- (c) Correction request;
- (d) Need for partial resubmission of products and their by-products;
- (e) Full resubmission of documentation.

#### 4. MONITORING AND INSPECTION MECHANISMS

The contract must be monitored by the Project team and the UNDP Program unit with outstanding collaboration from JOF/UNDP, in order to ensure: compliance with the contracted technical requirements; the adequate performance of the contracted institution; the achievement of milestones/deliveries; making payments accordingly; and full understanding of roles and responsibilities between parties; in order to ensure that the contract is performed satisfactorily.

The following topics can be used to measure the performance of the contracted institution:

- a) Financial – all costs must be maintained at the contracted value or reduced;
- b) Delivery capacity – the contracted institution must actually be able to fulfill the contract;
- c) Benefits realized – the objectives of the contract must be achieved;
- d) Response time – intellectual/productive performance must be satisfactory and meet the agreed delivery deadlines;
- e) Product quality – the contracted institution must fully meet the technical requirements in line with the contract, mitigate delivery rejections and complaints of any kind.
- f) Accessibility – must be able to respond to requests, observations and feedback from the Project team with adequate verification and monitoring practices.

Periodic meetings will be held (in person and by videoconference), to be scheduled at the discretion of the Project and UNDP, for the contracted institution to present its understanding of the scope, the progressive development of the work and an overview of production and delivery of products / reports. In the event of a finding of poor performance by the contracted institution, it will be up to the Project team to promptly report to the UNDP Program unit, documenting the occurrence. It will be up to JOF/UNDP to notify the supplier and request corrective actions to be taken in a timely manner. In the event of recurrent unsatisfactory performance, the Project team shall again provide the UNDP Program unit with documented evidence of such performance, including corrective actions not carried out/implemented by the contracted institution, for corrective actions by JOF/UNDP.

During the development of the work, 8 products/reports and supporting documentation must be delivered, including spreadsheets and database used to carry out the studies. Workshops should also be held in which the partial results and the results obtained for each of the products/reports will be presented to the Project team.

The products/reports will be evaluated by the Project team, and must be delivered for validation within the deadlines described in Item 3.2.1.3 and in the format requested by Item 3.2.1.3 of this TR.

Products / reports that are embodied in (or presented as) mere reproduction of internet content or books by other authors will not be accepted without due credit or without such content being minimally treated and/or analyzed by the contracted institution.

All components of each product must be delivered, clearly and objectively informed in their content, in a way that even explains the transparency used during their preparation, and referencing the theoretical basis that underlies them.

Meetings with the Project team may be requested at any time to present the simulations and preliminary, intermediate and/or final results, if any.

## 5. PRODUCT PAYMENT TERMS

Payments are conditioned upon delivery and approval of the products and services specified in this document. Payment will be made in accordance with the established activities execution schedule, observing the period of up to 30 days, as a rule, provided that the products meet the established quality specifications, for the acceptance and payment of the products and their by-products.

Payments can only be made after approval by UNDP and SMAMUS-PMPA of the services provided, and upon presentation of the invoice.

## 6. CONTRACTED PARTY'S ORGANIZATION

### 6.1. **CONTRACTED PARTY'S TECHNICAL TEAM**

The Contracted shall have a Technical Team for the execution of all required products and services. The Technical Team must be present during the development of the contract in conditions of full compliance with the demands requested by SMAMUS-PMPA. In addition, they must be available to be in person in Porto Alegre - RS, whenever deemed necessary by the managers responsible for the contract at SMAMUS-PMPA, as well as by the technical team.

#### 6.1.1. **Referential Composition of the Contracted Party's Technical Team**

The Technical Team necessary for the execution of the required products and services is considered a reference, and the Contracted may maintain the team it deems necessary, with the exception of the Key Team, which must, however, fully meet the requirements contained in this document.

Considering the level of complexity of the activities and the expected volume of work, as a rule, the allocation of professionals considered the following criterion:

- (a) Professional Director (with ten or more years of experience for the general direction of the works);
- (b) Senior Consultants (with five or more years of experience for coordinating, supervising, guiding or executing activities);
- (c) Junior Consultants (with 03 or more years of experience in performing core activities).

#### 6.1.2. **Requirements for the Contracted Party's Key Team**

The professionals of the Contractor's Key Team must meet the profile required by SMAMUS-PMPA for the execution of products and services, according to Table 3, below.

Table 3: Profile required of the Contracted Party's Key Team professionals.

Professional	Profile Required	Time of Professional Experience Required
Director	Experience in coordinating multidisciplinary teams and managing, supervising or coordinating urban planning projects.	10 (ten) or more years of professional experience in activities related to the object of the contract.

<b>Senior Consultant in Urban Planning</b>	Professional with higher education, with experience in the elaboration of Territorial Planning Plans or Sectoral Plans and with experience working with public management.	5 (five) or more years of professional experience in activities related to the object of the contract.
<b>Senior Consultant in Urban Design</b>	Professional with higher education, with experience in Urban Design, preferably related to studies or consultancy on the topic Constructed Space X Public Space	5 (five) or more years of professional experience in activities related to the object of the contract.
<b>Senior Consultant in Urban Infrastructure</b>	Professional with higher education, with experience in assessing urban infrastructure demands (Energy, Telecommunications, Sanitation, Supply, Waste Collection, among others)	5 (five) or more years of professional experience in activities related to the object of the contract.
<b>Senior Consultant in Mobility</b>	Professional with higher education, with experience in work or consultancy in Urban Mobility	5 (five) or more years of professional experience in activities related to the object of the contract.
<b>Senior Consultant in Urban Law</b>	Professional with higher education, with experience working in Urban Law	5 (five) or more years of professional experience in activities related to the object of the contract.
<b>Senior Consultant in the Environmental Area</b>	Professional with higher education, with experience working in the environmental area	5 (five) or more years of professional experience in activities related to the object of the contract.
<b>Senior Consultant in Economics/Administration</b>	Professional with higher education, with experience in work or consultancy in Urban Economics	5 (five) or more years of professional experience in activities related to the object of the contract.

The professionals who are part of the Contracted Party's Key Team must prove their training, the required training time and the minimum experience required for the function.

**With the exception of the project management, the involvement of the key team must occur according to the type of work, with the understanding that the bidder will allocate human resources in a coherent way to the activities in execution established from the Work Plan to be developed within the scope of this Terms of Reference.**

The development of the works will have the support of the PMPA technical team, throughout the entire process, producing subsidies for carrying out the activities.

Proof of the experience required of the professionals who are part of the Key Team for qualification purposes will be provided by submitting a detailed curriculum, identifying the institution where the service was provided, the person responsible for receiving it, contact details and the period of execution of the services. The Technical Collection Certificates - CAT or equivalent document related to the work carried out by Engineers, Geologists and Architects, registered in the corresponding Regional Councils of Professional Classes, must also be presented.

According to the related and proven services, the level of experience of the team to perform the services will be evaluated. The Bidder must present only the number of certificates required to prove the technical capacity of the qualified professionals and indicate the documents that will prove the requirements. In the qualification for the Contractor's Key Team, different professionals must be presented for each requested function, that is, the accumulation of functions will not be allowed.

## 7. REFERENTIAL PHYSICAL-FINANCIAL SCHEDULE

Table 5 presents the referential physical-financial schedule for the products and services to be contracted

Table 5: Referential physical-financial schedule

<b>Product</b>	<b>Payment (%)</b>	<b>Delivery estimate (month of delivery)</b>	<b>Execution time (in months)</b>
<b>Product 1</b>	<b>5%</b>	<b>1<sup>st</sup> month</b>	<b>1</b>
<b>Product 2</b>	<b>10%</b>	<b>3<sup>rd</sup> month</b>	<b>2</b>
<b>Product 3</b>	<b>10%</b>	<b>5<sup>th</sup> month</b>	<b>2</b>
<b>Product 4</b>	<b>20%</b>	<b>6<sup>th</sup> month</b>	<b>1</b>
<b>Product 5</b>	<b>10%</b>	<b>8<sup>th</sup> month</b>	<b>2</b>
<b>Product 6</b>	<b>10%</b>	<b>9<sup>th</sup> month</b>	<b>1</b>
<b>Product 7</b>	<b>20%</b>	<b>11<sup>th</sup> month</b>	<b>2</b>
<b>Product 8</b>	<b>15%</b>	<b>12<sup>th</sup> month</b>	<b>1</b>
<b>Total</b>	<b>100.00%</b>	<b>-</b>	<b>12 months</b>

## 8. CONTRACTUAL EXECUTION TERM

The estimated period for the execution of the products and services of the specific objectives to be contracted is of 12 (twelve) months after the signature of the contract, the extension will be made through an amendment to the contract to be issued by the UNDP in full agreement with the Contracted and with SMAMUS-PMPA.

## 9. EVALUATION CRITERIA FOR THE PROPOSALS OF THE BIDDERS

The proposals must include all direct and indirect ordinary expenses arising from the execution of the object, including taxes and/or fees, social, labor, social security, tax and commercial charges, administration fee, freight, insurance and others necessary for full achievement of the object of the contract.

The proposal for the LOWEST GLOBAL PRICE among the offers technically adequate for the execution of the products and services to be contracted will be declared the winner.



## 10. ADDITIONAL CLARIFICATIONS AND INFORMATION

The execution of the works provided for in this document does not imply any employment relationship with the institution executing the project. The contractual relationships within the scope of services of this Term of Reference are governed by Decree N°. 5,151/2004<sup>9</sup> and Ordinance N° 717/2006<sup>10</sup> from the Ministry of Foreign Affairs.

In order to carry out the work, the documents made available and the products and their by-products produced may not be used for purposes other than those arising from this work or even disclose them without the express and written authorization of the Municipal Secretariat for the Environment, Urbanism and Sustainability. (SMAMUS) of the Municipality of Porto Alegre (PMPA) in accordance with the UNDP General Terms and Conditions for Contracts.

Also in accordance with the General Terms and Conditions for Contracts mentioned above, copyright or any other rights, of any nature, on the materials (specifications, drawings, maps, plans, reports and other documents) produced within the scope of this term of reference will belong to the UNDP, which will give use to the Municipality of Porto Alegre, with the proper attribution of credits to the UNDP.

It is forbidden to hire a professional belonging to the PMPA staff after exercising a position and/or function that allows access to privileged information, within a period of 6 (six) months, counted from the date of dismissal, exoneration, resignation or retirement, as well as their spouse, partner, direct, collateral or affinity relative, up to the 3rd degree, during the term of the Contract.

In case of doubt regarding the interpretation of the content, the original version in PORTUGUESE is considered.

---

<sup>9</sup> DECREE N°. 5,151, of July 22, 2004. Provides for the procedures to be observed by the bodies and entities of the direct and indirect Federal Public Administration, for the purpose of celebrating complementary acts of technical cooperation received from international organizations and the approval and management of projects linked to these instruments.

<sup>10</sup> MFA ORDINANCE N°. 717 of December 9, 2006. Approves complementary rules to the procedures to be observed by the bodies and entities of the direct and indirect Federal Public Administration, for the purpose of executing Complementary Acts of technical cooperation received, arising from Basic Agreements signed between the Brazilian Government and international organizations, and the approval and management of projects linked to these instruments.

## 11. BIBLIOGRAPHY

- BRASIL. Lei 10.257 de 10 de Julho de 2001 – Estatuto da Cidade. [http://www.planalto.gov.br/ccivil\\_03/leis/leis\\_2001/110257.htm](http://www.planalto.gov.br/ccivil_03/leis/leis_2001/110257.htm)
- BRASIL. Lei 6766 de 19 de Dezembro de 1979. Dispõe sobre o Parcelamento do Solo Urbano e dá outras providências. [http://www.planalto.gov.br/ccivil\\_03/leis/l6766.htm](http://www.planalto.gov.br/ccivil_03/leis/l6766.htm)
- CHIAVENATO. Idalberto, Administração nos Novos Tempos, Rio de Janeiro, Editora Campus, 2000.
- JAMES WASSEL. Original Green Blog, 2007. The Transect. Disponível em: <https://originalgreen.org/blog/2012/the-transect.html> Acesso em: 15 de jan. de 2021
- MELISSA S. HOW. American Society of Landscape Architects, 2012. Dismantle/Rebuild: A New Framework for Willets Point. Disponível em: [https://www.asla.org/2012studentawards/images/largescale/208G\\_12.jpg](https://www.asla.org/2012studentawards/images/largescale/208G_12.jpg) Acesso em: 15 de jan. de 2021
- MINISTÉRIO DO DESENVOLVIMENTO REGIONAL, Capacidades, 2019. Guia para Elaboração e Revisão de Planos Diretores. Disponível em: <http://www.capacidades.gov.br/biblioteca/detalhar/id/368/titulo/guia-para-elaboracao-e-revisao-de-planos-diretores> Acesso em: 23 de jan. de 2020
- PORTO ALEGRE. LC 434/1999. Plano Diretor de Desenvolvimento Urbano Ambiental de Porto Alegre (PDDUA). <https://leismunicipais.com.br/a1/plano-diretor-porto-alegre-rs>
- PORTO ALEGRE. Lei 12.112/16. Lei dos Bairros. 2016.
- PORTO ALEGRE. Lei Complementar 434/99. Plano Diretor de Desenvolvimento Urbano Ambiental de Porto Alegre, PDDUA Comentado. 2000.
- PORTO ALEGRE. Lei Complementar 630/09. Institui a Operação Consorciada Lomba do Pinheiro. 2009.
- PORTO ALEGRE. Lei Complementar 775/2015. Institui a Zona Rural no Município de Porto Alegre e Cria o Sistema de Gestão da Política de Desenvolvimento Rural. 2015.
- PORTO ALEGRE. Plano Municipal de Saneamento Básico (PMSB/2015)
- PORTO ALEGRE. Planos Diretores de Drenagem Urbana (PDDrU) para os estudos das bacias hidrográficas de Porto Alegre.
- RIO GRANDE DO SUL. Plano Metropolitano de Proteção Contra Cheias (METROPLAN)
- SECRETARIA DO MEIO AMBIENTE, URBANISMO E SUSTENTABILIDADE. Prefeitura Municipal de Porto Alegre, 2021. Instrução Normativa 04/2021. Disponível em: [https://www2.portoalegre.rs.gov.br/smam/default.php?p\\_secao=303](https://www2.portoalegre.rs.gov.br/smam/default.php?p_secao=303) Acesso em 17 de mai. de 2021.

# Annex 3

United Nations Development Programme



*Empowered lives.  
Resilient nations.*

## UNDP GENERAL TERMS AND CONDITIONS FOR CONTRACTS

This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter “UNDP”), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the “Contractor”), on the other hand.

**1. LEGAL STATUS OF THE PARTIES:** UNDP and the Contractor shall be referred to as a “Party” or, collectively, “Parties” hereunder, and:

**1.1** Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

**1.2** The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

**2. OBLIGATIONS OF THE CONTRACTOR:**

**2.1** The Contractor shall deliver the goods described in the Technical Specifications for Goods (hereinafter the “Goods”) and/or perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the “Services”), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory delivery of the Goods and/or performance of the Services.

**2.2** To the extent that the Contract involves any purchase of the Goods, the Contractor shall provide UNDP with written evidence of the delivery of the Goods. Such evidence of delivery shall, at the minimum, consist of an invoice, a certification of conformity, and other supporting shipment

documentation as may otherwise be specified in the Technical Specifications for Goods.

**2.3** The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.

**2.4** All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the delivery of the Goods and/or the provision of the Services.

**3. LONG TERM AGREEMENT:** If the Contractor is engaged by UNDP on the basis of a long-term agreement ("LTA") as indicated in the Face Sheet of this Contract, the following conditions shall apply:

**3.1** UNDP does not warrant that any quantity of Goods and/or Services shall be ordered during the term of the LTA.

**3.2** Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Goods and/or Services from the Contractor hereunder.

**3.3** The Contractor shall provide the Services and/or deliver the Goods, as and when requested by UNDP and reflected in a Purchase Order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a Purchase Order is issued.

**3.4** The Goods and/or Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.

**3.5** In the event of any advantageous technical changes and/or downward pricing of the Goods and/or Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.

**3.6** The Contractor shall report semi-annually to UNDP on the Goods delivered and/or Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a Purchase Order for the Goods and/or Services during the reporting period.

**3.7** The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

**4. PRICE AND PAYMENT:**

**4.1 FIXED PRICE:** If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.

**4.1.1** The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.

**4.1.2** UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:

**4.1.3** Invoices shall indicate a deliverable completed and the corresponding amount payable.

**4.1.4** Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or provision of the Services.

**4.2 COST REIMBURSEMENT:** If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the delivery of the Goods and/or the provision of the Services.

4.2.2 The Contractor shall not provide the Services and/or deliver the Goods or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.

4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Goods delivered in accordance with the Technical Specifications for Goods and/or the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.

4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or performance of the Services.

#### **5. ADVANCE PAYMENT:**

5.1 If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

5.2 If an advance payment representing 20% or more of the total contract value, or amounting to US\$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

#### **6. SUBMISSION OF INVOICES AND REPORTS:**

6.1 All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

6.2 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

#### **7. TIME AND MANNER OF PAYMENT:**

7.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt.

7.2 Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report.

**8. RESPONSIBILITY FOR EMPLOYEES:** To the extent that the Contract involves the provision of the Services to UNDP by the Contractor's officials, employees, agents, servants, subcontractors and other

representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:

**8.1** The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property.

**8.2** The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

**8.3** Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNDP, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

**8.4** At the option of and in the sole discretion of UNDP:

8.4.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by UNDP prior to such personnel's performing any obligations under the Contract;

8.4.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNDP prior to such personnel's performing any obligations under the Contract; and,

8.4.3 in cases in which, pursuant to Article 8.4.1 or 8.4.2, above, UNDP has reviewed the qualifications of such Contractor's personnel, UNDP may reasonably refuse to accept any such personnel.

**8.5** Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

8.5.1 UNDP may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.

8.5.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNDP, which shall not be unreasonably withheld.

8.5.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

8.5.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.

8.5.5 Any request by UNDP for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNDP shall not bear any liability in respect of such withdrawn or replaced personnel.

8.5.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNDP officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.

**8.6** Nothing in Articles 8.3, 8.4 and 8.5, above, shall be construed to create any obligations on the part of UNDP with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

**8.7** The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNDP

shall:

8.7.1 undergo or comply with security screening requirements made known to the Contractor by UNDP, including but not limited to, a review of any criminal history;

8.7.2 when within UNDP premises or on UNDP property, display such identification as may be approved and furnished by UNDP security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNDP for cancellation.

8.8 Within one working day after learning that any of Contractor's personnel who have access to any UNDP premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNDP about the particulars of the charges then known and shall continue to inform UNDP concerning all substantial developments regarding the disposition of such charges.

8.9 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNDP premises or on UNDP property shall be confined to areas authorized or approved by UNDP. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNDP premises or on UNDP property without appropriate authorization from UNDP.

8.10 The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

8.11 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 8.10 above.

## **9. ASSIGNMENT:**

9.1 Except as provided in Article 9.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNDP. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UNDP. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNDP.

9.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, provided that:

9.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and,*

9.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and,*

9.2.3 the Contractor promptly notifies UNDP about such assignment or transfer at the earliest opportunity; *and,*

9.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNDP following the assignment or transfer.

**10. SUBCONTRACTING:** In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNDP. UNDP shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNDP reasonably considers is not qualified to perform obligations under the

Contract. UNDP shall have the right to require any subcontractor's removal from UNDP premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

**11. PURCHASE OF GOODS:** To the extent that the Contract involves any purchase of the Goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to such purchases under the Contract:

**11.1 DELIVERY OF GOODS:** The Contractor shall hand over or make available the Goods, and UNDP shall receive the Goods, at the place for the delivery of the Goods and within the time for delivery of the Goods specified in the Contract. The Contractor shall provide to UNDP such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the Goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss, damage to, or destruction of the Goods shall be borne exclusively by the Contractor until physical delivery of the Goods to UNDP in accordance with the terms of the Contract. Delivery of the Goods shall not be deemed in itself as constituting acceptance of the Goods by UNDP.

**11.2 INSPECTION OF THE GOODS:** If the Contract provides that the Goods may be inspected prior to delivery, the Contractor shall notify UNDP when the Goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNDP or its designated inspection agents may also inspect the Goods upon delivery in order to confirm that the Goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNDP or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.

**11.3 PACKAGING OF THE GOODS:** The Contractor shall package the Goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNDP as well as such other information as is necessary for the correct handling and safe delivery of the Goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

**11.4 TRANSPORTATION & FREIGHT:** Unless otherwise specified in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNDP receives all necessary transport documents in a timely manner so as to enable UNDP to take delivery of the Goods in accordance with the requirements of the Contract.

**11.5 WARRANTIES:** Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNDP stated in or arising under the Contract, the Contractor warrants and represents that:



11.5.1 The Goods, including all packaging and packing thereof, conform to the technical specifications, are fit for the purposes for which such Goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;

11.5.2 If the Contractor is not the original manufacturer of the Goods, the Contractor shall provide UNDP with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract;

11.5.3 The Goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;

11.5.4 The Goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;

11.5.5 The Goods are new and unused;

11.5.6 All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by UNDP in accordance with the Contract;

11.5.7 During any period in which the Contractor's warranties are effective, upon notice by UNDP that the Goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with Goods of the same or better quality or, at its own cost, remove the defective Goods and fully reimburse UNDP for the purchase price paid for the defective Goods; and,

11.5.8 The Contractor shall remain responsive to the needs of UNDP for any services that may be required in connection with any of the Contractor's warranties under the Contract.

**11.6 ACCEPTANCE OF GOODS:** Under no circumstances shall UNDP be required to accept any Goods that do not conform to the specifications or requirements of the Contract. UNDP may condition its acceptance of the Goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNDP be obligated to accept any Goods unless and until UNDP has had a reasonable opportunity to inspect the Goods following delivery. If the Contract specifies that UNDP shall provide a written acceptance of the Goods, the Goods shall not be deemed accepted unless and until UNDP in fact provides such written acceptance. In no case shall payment by UNDP in and of itself constitute acceptance of the Goods.

**11.7 REJECTION OF GOODS:** Notwithstanding any other rights of, or remedies available to UNDP under the Contract, in case any of the Goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNDP, at its sole option, may reject or refuse to accept the Goods, and within thirty (30) days following receipt of notice from UNDP of such rejection or refusal to accept the Goods, the Contractor shall, in sole option of UNDP:

11.7.1 provide a full refund upon return of the Goods, or a partial refund upon a return of a portion of the Goods, by UNDP; or,

11.7.2 repair the Goods in a manner that would enable the Goods to conform to the specifications or other requirements of the Contract; or,

11.7.3 replace the Goods with Goods of equal or better quality; *and*,

11.7.4 pay all costs relating to the repair or return of the defective Goods as well as the costs relating to the storage of any such defective Goods and for the delivery of any replacement Goods to UNDP.

**11.8** In the event that UNDP elects to return any of the Goods for the reasons specified in Article 11.7, above, UNDP may procure the Goods from another source. In addition to any other rights or remedies available to UNDP under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, *inter alia*, the costs of engaging in such procurement, and UNDP shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the Goods for the Contractor's account.

**11.9 TITLE:** The Contractor warrants and represents that the Goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the Goods shall pass from the Contractor to UNDP upon delivery of the Goods and their acceptance by UNDP in accordance with the requirements of the Contract.

**11.10 EXPORT LICENSING:** The Contractor shall be responsible for obtaining any export license required with respect to the Goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNDP under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of UNDP, UNDP shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with UNDP to enable UNDP to take appropriate measures to resolve the matter.

## **12. INDEMNIFICATION:**

**12.1** The Contractor shall indemnify, defend, and hold and save harmless, UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNDP, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

12.1.1 allegations or claims that the possession of or use by UNDP of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNDP under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or,

12.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

**12.2** The indemnity set forth in Article 12.1.1, above, shall not apply to:

12.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNDP directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; or

12.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNDP or another party acting under the direction of UNDP made such changes.

**12.3** In addition to the indemnity obligations set forth in this Article 12, the Contractor shall be obligated, at its sole expense, to defend UNDP and its officials, agents and employees, pursuant to this Article 12, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

**12.4** UNDP shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UNDP or any matter relating thereto, for which only UNDP itself is authorized to assert and maintain. UNDP shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

**12.5** In the event the use by UNDP of any Goods, property or Services provided or licensed to UNDP by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

12.5.1 procure for UNDP the unrestricted right to continue using such Goods or Services provided to UNDP;

12.5.2 replace or modify the Goods and/or or Services provided to UNDP, or part thereof, with the equivalent or better Goods and/or Services, or part thereof, that is non-infringing; *or*,

12.5.3 refund to UNDP the full price paid by UNDP for the right to have or use such Goods, property or Services, or part thereof.

### **13. INSURANCE AND LIABILITY:**

**13.1** The Contractor shall pay UNDP promptly for all loss, destruction, or damage to the property of UNDP caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

**13.2** Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

13.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

13.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

13.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; and,

13.2.4 such other insurance as may be agreed upon in writing between UNDP and the Contractor.

**13.3** The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

**13.4** The Contractor acknowledges and agrees that UNDP accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

**13.5** Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNDP, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

13.5.1 name UNDP as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

13.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNDP;

13.5.3 provide that UNDP shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,

13.5.4 include a provision for response on a primary and non-contributing basis with respect to any

other insurance that may be available to UNDP.

**13.6** The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

**13.7** Except for any self-insurance program maintained by the Contractor and approved by UNDP for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNDP. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNDP with evidence, in the form of certificate of insurance or such other form as UNDP may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNDP reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 13.5.3, above, the Contractor shall promptly notify UNDP concerning any cancellation or material change of insurance coverage required under the Contract.

**13.8** The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

**14. ENCUMBRANCES AND 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 to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.

**15. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the 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, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

**16. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

**16.1** Except as is otherwise expressly provided in writing in the Contract, 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 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. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

**16.2** 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, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to 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.

**16.3** At the request of 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 UNDP in compliance with the requirements of the applicable law and of the Contract.

**16.4** 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 UNDP, shall be made available for use or inspection by 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.

**17. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:**

The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship 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 without the written permission of UNDP.

**18. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party or 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:

**18.1** The Recipient shall:

18.1.1 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*,

18.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

**18.2** 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 18, the Recipient may disclose Information to:

18.2.1 any other party with the Discloser's prior written consent; *and*,

18.2.2 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:

1822.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,

1822.2 any entity over which the Party exercises effective managerial control; *or*,

1822.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

**18.3** 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 UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

**18.4** UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

**18.5** 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.

**18.6** 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.

## **19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**

**19.1** In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

**19.2** If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 20, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

**19.3** *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which 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.

## **20. TERMINATION:**

**20.1** Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 23 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

**20.2** UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

**20.3** In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNDP, the Contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing:

20.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

20.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

20.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNDP and

the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

20.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

20.3.5 transfer title and deliver to UNDP the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

20.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder;

20.3.7 complete performance of the work not terminated; *and*,

20.3.8 take any other action that may be necessary, or that UNDP may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNDP has or may be reasonably expected to acquire an interest.

**20.4** In the event of any termination of the Contract, UNDP shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNDP shall not be liable to pay the Contractor except for those Goods satisfactorily delivered and/or Services satisfactorily provided to UNDP in accordance with the requirements of the Contract, but only if such Goods or Services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNDP or prior to the Contractor's tendering of notice of termination to UNDP.

**20.5** UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

20.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

20.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;

20.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

20.5.4 a Receiver is appointed on account of the insolvency of the Contractor;

20.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,

20.5.6 UNDP reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

**20.6** Except as prohibited by law, the Contractor shall be bound to compensate UNDP for all damages and costs, including, but not limited to, all costs incurred by UNDP in any legal or non-legal proceedings, as a result of any of the events specified in Article 20.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNDP of the occurrence of any of the events specified in Article 20.5, above, and shall provide UNDP with any information pertinent thereto.

**20.7** The provisions of this Article 20 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

**21. NON-WAIVER OF RIGHTS:** The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

**22. NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the

Contract, from any other source at any time.

**23. SETTLEMENT OF DISPUTES:**

**23.1 AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

**23.2 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 23.1, 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. 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") and Article 34 ("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.

**24. PRIVILEGES AND IMMUNITIES:** Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

**25. TAX EXEMPTION:**

**25.1** Article II, 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 restrictions, 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 exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

**25.2** The Contractor authorizes UNDP to deduct from the Contractor's invoices 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 written 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, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.

**26. MODIFICATIONS:**

**26.1** No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

**26.2** If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have



agreed otherwise pursuant to a valid amendment concluded in accordance with Article 26.1, above.

**26.3** The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any Goods or Services provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an agreement by UNDP thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 26.1, above.

## **27. AUDITS AND INVESTIGATIONS:**

**27.1** Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

**27.2** UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

**27.3** The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

**27.4** UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

## **28. LIMITATION ON ACTIONS:**

**28.1** Except with respect to any indemnification obligations in Article 12, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 23.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

**28.2** The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

**29. ESSENTIAL TERMS:** The Contractor acknowledges and agrees that each of the provisions in Articles 30 to 36 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

**30. SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should

any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

**31. STANDARDS OF CONDUCT:** The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following documents then in force at the time of signature of the Contract:

**31.1** The UN Supplier Code of Conduct;

**31.2** UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");

**31.3** UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;

**31.4** UNDP Social and Environmental Standards (SES), including the related Accountability Mechanism;

**31.5** UNDP Vendor Sanctions Policy; and

**31.6** All security directives issued by UNDP.

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at [www.undp.org](http://www.undp.org) or at <http://www.undp.org/content/undp/en/home/operations/procurement/business/>. In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

**32. OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

**33. CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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.

**34. MINES:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

**35. SEXUAL EXPLOITATION:**

**35.1** In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

**35.2** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

**35.3** 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.

**36. ANTI-TERRORISM:** The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to Resolution 1267 (1999). The list can be accessed via [https://www.un.org/sc/suborg/en/sanctions/1267/aq\\_sanctions\\_list](https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list). This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

## Annex 4

### Form for Submitting Bidder's Proposal<sup>11</sup>

*(This Form must be submitted only using the Bidder's Official Letterhead/Stationery<sup>12</sup>)*

[insert: Location]

[insert: Date]

From: **[INSERT COMPANY'S NAME SIGNATORY OF THE LTA/UNOPS/2015/122425 CONTRACT]**  
To: **JOF - Joint Operations Facility**  
Ref: **RFP JOF 4111/2022**

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UN Agency in conformity with the requirements defined in the RFP dated *[specify date]*, and all of its attachments, as well as the provisions of the General Terms and Conditions for Contract:

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

The Bidder 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.

**B. Qualifications of Key Personnel**

If required by the RFP, the Bidder 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; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

<sup>11</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>12</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone number – for verification purposes

C. **Cost Breakdown per Deliverable\***

	<b>Deliverables</b> <i>[list them as referred to in the RFP]</i>	<b>Percentage of Total Price</b> <i>(weight for payment)</i>	<b>Price</b> <i>(lump sum, all inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3	...		
	<b>Total</b>	100%	

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

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

<b>Description of Activity</b>	<b>Remuneration per Unit of Time</b>	<b>Total Period of Engagement</b>	<b>Nº of Personnel</b>	<b>Total Rate</b>
<b>I. Personnel Services</b>				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
<b>III. Other Related Costs</b>				

I, the undersigned, certify that I am duly authorized by **[INSERT COMPANY'S NAME SIGNATORY OF THE LTA/UNOPS/2015/122425 CONTRACT]** to sign this Bid and bind it should UN Agency accept this Bid.

<i>Signature of authorized person to sign the bid on behalf of signatory of the LTA/UNOPS/2015/122425 contract:</i>	
<i>Name of authorized person to sign the bid on behalf of the signatory of the LTA/UNOPS/2015/122425 contract:</i>	
<i>Functional Title:</i>	
<i>Telephone Number:</i>	

<i>E-mail:</i>	
<i>Date:</i>	<i>[insert: Date]</i>

## **Annex 5**

### **SELF-DECLARATION THAT THE COMPANY IS NOT IN THE UN SECURITY COUNCIL 1267/1989 LIST, UN PROCUREMENT DIVISION LIST OR OTHER UN INELIGIBILITY LIST**

**UNDP Tender Reference: RFP JOF 4111/2022**

**For:** Hiring of specialized technical consultancy to carry out diagnosis, territorial studies and evaluation of the legislation in force in the Municipality of Porto Alegre, with a view to carrying out the evaluation of its Spatial Model and the Urban Planning Management System, the revision, improvement and complementation of the current Strategies and the development of a proposal for the Master Plan Revision.

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium/Association members or subcontractors or suppliers for any part of the contract:

- a) Is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) Have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) Have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) Do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) Have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) Undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Bid are true and we accept that any misinterpretation or misrepresentation contained in this Bid may lead to our disqualification and/or sanctioning by the UNDP.

We offer to supply the goods and related services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Schedule of Requirements and Technical Specifications.

Our Bid shall be valid and remain binding upon us for the period specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Bid you receive.

I, the undersigned, certify that I am duly authorized by ***[INSERT COMPANY'S NAME SIGNATORY OF THE LTA/UNOPS/2015/122425 CONTRACT]*** to sign this Bid and bind it should UNDP accept this Bid.

<i>Signature of authorized person to sign the bid on behalf of signatory of the LTA/UNOPS/2015/122425 contract:</i>	
<i>Name of authorized person to sign the bid on behalf of the signatory of the LTA/UNOPS/2015/122425 contract:</i>	
<i>Functional Title:</i>	
<i>Telephone Number:</i>	
<i>E-mail:</i>	
<i>Date:</i>	<i>[insert: Date]</i>



## Annex 6

### Declaration of Commitment for UNDP Suppliers

**UNDP Contract/Tender Reference: RFP JOF 4111/2022**

**For:** Hiring of specialized technical consultancy to carry out diagnosis, territorial studies and evaluation of the legislation in force in the Municipality of Porto Alegre, with a view to carrying out the evaluation of its Spatial Model and the Urban Planning Management System, the revision, improvement and complementation of the current Strategies and the development of a proposal for the Master Plan Revision.

I, the undersigned, hereby declare to be aware and committed NOT to tolerate any form of discrimination or harassment, including sexual or gender harassment, as well as physical or verbal abuse, abuse of authority in rendering services at the workplace or in connection with work or intellectual output. I also certify that I am duly authorized by **[INSERT COMPANY'S NAME SIGNATORY OF THE LTA/UNOPS/2015/122425 CONTRACT]** to sign this Bid and bind it should UNDP accept this Bid.

I declare that I am not personally, or by means of any affiliates (if any), subsidiaries, or branches (if any) engaged in any practice inconsistent with the criteria set forth in the Convention on the Rights of the Child, which sets out the principles regarding the right to life, the right to freedom, the parental responsibilities, and those of the State and society regarding the child.

I also declare to agree that any breach of any rule will constitute a serious breach of contract and that, in addition to other rights and legal provisions publicly available, will serve as basis for termination and the consequent extinction of any existing contractual relationship.

Additionally, I acknowledge that nothing in these terms shall limit UNDP's right to bring to the attention of the authorities any breach of the rules of conduct.

<i>Signature of authorized person to sign the bid on behalf of signatory of the LTA/UNOPS/2015/122425 contract:</i>	
<i>Name of authorized person to sign the bid on behalf of the signatory of the LTA/UNOPS/2015/122425 contract:</i>	
<i>Functional Title:</i>	
<i>Telephone Number:</i>	
<i>E-mail:</i>	
<i>Date:</i>	<i>[insert: Date]</i>