

REQUEST FOR PROPOSALS(RFP)

Reference: RFP-BD-2017-034

**Hiring a firm for conducting Baseline, End line Survey and Annual
Progress Review
For Local Government Initiative on Climate Change (LoGIC)**



**United Nations Development Programme
October, 2017**

Section 1. Letter of Invitation

Dhaka, October 22, 2017

Hiring a firm for conducting Baseline, End line Survey and Annual Progress Review

Dear Mr./Ms.:

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Contract for Professional Services, including General Terms and Conditions
- Section 9- Self Declaration that the company is not in the UN Security Council 1267/1989 List**

Your offer, comprising of a Technical and Financial Proposal, in separately, should be submitted in accordance with Section 2 of the document.

You are kindly requested to submit an acknowledgment letter to UNDP to the following email address mentioning in the subject “**RFP-BD-2017-034**”

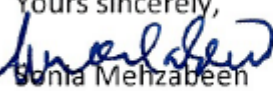
Bd.procurement@undp.org

The letter should advise whether your company intends to submit a Proposal. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

If you have received this RFP through a direct invitation by UNDP, transferring this invitation to another firm requires your written notification to UNDP of such transfer and the name of the company to whom the invitation was forwarded.

Should you require further clarifications, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this RFP.

UNDP looks forward to receiving your Proposal and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,

Sonia Mehzabeen
Operations Manager
UNDP Bangladesh
22 October 2017



Section 2: Instruction to Proposers

Definitions

- a) *“Contract”* refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) *“Country”* refers to the country indicated in the Data Sheet.
- c) *“Data Sheet”* refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) *“Day”* refers to calendar day.
- e) *“Government”* refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) *“Instructions to Proposers”* (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) *“LOI”* (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) *“Material Deviation”* refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and : (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) *“Proposal”* refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) *“Proposer”* refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) *“RFP”* refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) *“Services”* refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.
- m) *“Supplemental Information to the RFP”* refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the

RFP but before the deadline for the submission of Proposals.

- n) *“Terms of Reference”* (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
 - 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
 - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest,

proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following :
 - 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
 - 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

Proposers are required to complete, sign and submit the following documents:

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8);
- 9.6 Any attachments and/or appendices to the Proposal.

10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious

manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Proposals

- 11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

C. PREPARATION OF PROPOSALS

12. Cost

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

15. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-

going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.

- 15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer’s response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP’s policies and procedures. All proposers are therefore required to submit the following in their proposals :

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
- b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.

- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP’s acceptance of the justification for substitution, and UNDP’s approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

- 15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
 - i. to sign the Contract after UNDP has awarded it;
 - ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following :

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

18. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

19. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

20. Alternative Proposals

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.

21. Validity Period

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

22. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer's name and address, as well as a warning that state "*not to be opened before the time and date for proposal opening*" as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.

23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24

hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).

- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as "Original Proposal" and "Copy of Proposal" as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the "Original Proposal" and the "Copy of Proposal", the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Deadline for Submission of Proposals and Late Proposals

Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

25. Withdrawal, Substitution, and Modification of Proposals

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.
- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.

- 25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

26. Proposal Opening

UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

E. EVALUATION OF PROPOSALS

28. Preliminary Examination of Proposals

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage.

29. Evaluation of Proposals

29.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of

their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

<p><u>Rating the Technical Proposal (TP):</u></p> <p>TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> $\frac{(\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%})}{\text{Total Combined and Final Rating of the Proposal}}$
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29.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- Inquiry and reference checking with other previous clients on the quality of

- performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

31. Responsiveness of Proposal

UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

32. Nonconformities, Repairable Errors and Omissions

Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total

- shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for details)

34. Award Criteria

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNDP.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:

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

Instructions to Proposers

DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

DS No .	Cross Ref. to Instru c-tions	Data	Specific Instructions / Requirements
1		Project Title:	Local Government Initiative on Climate Change (LoGIC)
2		Title of Services/Work:	Hiring a firm for conducting Baseline, End line Survey and Annual Progress Review
3		Country / Region of Work Location:	Dhaka, Bangladesh
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others (pls. specify) _____
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered
7	C.22	A pre-proposal conference will be held on:	29 October 2017 at 11:30 am, Venue: 19th floor meeting room, IDB Bgaban, Sher-e-Bangla Nagar
8	C.21	Period of Proposal Validity commencing on the submission date	<input checked="" type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Proposal Security	<input checked="" type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Proposal Security	Not Required
11	B.9.5	Validity of Proposal	

	C.15.4 a)	Security	Not Applicable
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<input checked="" type="checkbox"/> Will be imposed under the following conditions: Percentage of contract price per day of delay: 0.1% Max. no. of days of delay: 15 days After which UNDP may terminate the contract.
14	F.37	Performance Security	Not Applicable
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	For contract payment purposes, the local bidders can submit in Bangladeshi Taka (BDT) and international bidders in United State Dollars (USD). All currencies will be converted, for bids' price comparison into USD using the UN exchange rate on the bid closing date
16	B.10.1	Deadline for submitting requests for clarifications/ questions	29 October, 2017, 4.30 PM Bangladesh Standard Time
17	B.10.1	Contact Details for submitting clarifications/questions	Bd.procurement@undp.org Subject: Queries against RFP-BD-2017-034 Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Proposers by email Uploaded in the system. Once uploaded, prospective proposers (i.e. proposers that have accepted the bid invitation in the system) will be automatically notified via email that changes have occurred. It is the responsibility of the proposer to view the respective changes and clarifications in the system. Also the supplemental Information to the RFP and responses/clarification to queries will be posted on UNDP Bangladesh website: http://www.bd.undp.org/content/bangladesh/en/home/operations/procurement.html online e-Tendering system in the following link: https://etendering.partneragencies.org ; using your username and password. If you have not registered in the system before, you can register now by logging in using Username: event.guest Password: why2change and follow the registration steps as specified in the system user guide. Please note: <ul style="list-style-type: none"> • It is strongly recommended to create your username with two parts, your name and last name separated by "." • You can participate in the bid event only if you have register in the system

			<ul style="list-style-type: none"> • While creating the password: <ul style="list-style-type: none"> ○ Minimum length of 8 characters ○ At least on capital letter ○ At least one number
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	Not Required
20	D.23.1 D.23.2 D.24	Proposal Submission Address	<u>Through e-tendering</u>
21	C.21 D.24	Deadline of Submission	Date and Time: November 5, 2017 4:30 PM (Bangladesh Standard Time)
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Electronic submission of Bid through e-Tender Module ONLY
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	Not applicable
24	D.23.1	Date, time and venue for opening of Proposals	Not applicable
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively, where the minimum passing score of technical proposal is 70%
26	C.15.1	<p>Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)</p> <p><i>The firms that do not meet the eligibility criteria shall not be considered for further evaluation. Necessary documentation must be submitted to substantiate the</i></p>	<p><u>Minimum Eligibility Criteria:</u></p> <p><u>Expertise of the Firm:</u></p> <ul style="list-style-type: none"> • The firm will have all legal papers e.g. valid trade license, latest audit report, TIN and other updated documents to run a business in a legal way. • Profile (which should not exceed fifteen (15) pages including any printed brochure relevant to the services being procured)- describing the nature of business, field of expertise, licenses, certifications, accreditations. • Latest Audited Financial Statement- income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc. • Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List. • At least 5 (five) years- experience in conducting research on social sciences • Experience of conducting at least 3 national level research studies mainly based on sample survey • At least 3 years' experience of climate change/disaster related research studies, etc. The firm must attach copy of work order of relevant experiences.

		<p><i>eligibility criteria specified in the right Column</i></p> <ul style="list-style-type: none"> List of current and past assignments of the Firm along with detail address <p>Expertise of the Study Team:</p> <p><u>Team leader:</u></p> <ul style="list-style-type: none"> At least postgraduate degree in Climate Change, Development studies, Economics or other related fields. At least 10 years of professional experience in research and evaluation in the fields of local development, environment and climate change adaptation with a specific experience of leading national level study on climate resilience. (Major engagement). <p><u>Data Scientist:</u></p> <ul style="list-style-type: none"> At least Graduation preferably in statistics, IT or related subject. At least 5 years' experience with the design of qualitative and quantitative methodologies including studies that involve qualitative/quantitative integration; experience real-time monitoring/online data collection in longitudinal monitoring and impact evaluations, particularly in the areas of governance and climate resilience. (Major engagement). <p><u>Climate Change Expert:</u></p> <ul style="list-style-type: none"> At least Postgraduate degree in Environmental Science, Climate Change, Economics or other related fields. At least 7 years of professional experience in the fields of local development, decentralization and/or environment and climate change adaptation with a specific emphasis on local or climate governance, adaptation and development planning, public financial management, climate finance, and/or climate change mainstreaming (Medium engagement). <p><u>Local Governance Expert:</u></p> <ul style="list-style-type: none"> At least Postgraduate degree in public administration, Governance, Economics or other related fields. At least 7 years of professional experience in the fields of local development, decentralization and/or environment and climate change adaptation with a specific emphasis on local or climate governance, adaptation and development planning, public financial management/budgeting, climate finance, and/or climate change mainstreaming (Medium engagement). 	
27		<p>Other documents that may be Submitted to Establish Eligibility</p>	<ul style="list-style-type: none"> ✓ Two references including performance certificates, must be provided by the bidding firm from the its previous work that has been undertaken. These should be from the past two years and should relate to projects on which proposed team members worked ✓ Proposers must Provide confirmation of the availability of proposed Team Leader & key experts -a signed Letter of Commitment must be submitted as part of the Offer for this Request for Proposal

28	C.15	Structure of the Technical Proposal (only if different from the provision of Section 12)	Please refer to: Section 6: Technical Proposal Form
29	C.15.2	Latest Expected date for commencement of Contract	November 19, 2017
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	123 Days in phases [outlined in TOR] from 2017 until 2020 in following manner
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Proposer only
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	<u>Please see the Table for Evaluation for points distribution</u>
33	E.29.4	Post-Qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
34		Conditions for Determining Contract Effectivity	<input type="checkbox"/> UNDP's receipt of Performance Bond <input type="checkbox"/> UNDP's receipt of Professional Indemnity Insurance <input checked="" type="checkbox"/> Others <i>acceptance and signing of the contract</i>
35		Other Information Related to the RFP	<div> bd.procurement@undp.org <i>Please mention the following in the subject while sending any query to UNDP regarding this RFP on or before 29 October, 2017.</i> <i>"Queries on RFP-BD-2017-034" by 4.30 PM (BST)</i> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers. </div> <div> <ul style="list-style-type: none"> - A pre-bid meeting will be held at IDB Bhaban, (19th floor), meeting room, for the clarification on the bidding document and ToR <u>on 29 October, 2017 at 11.30 AM.</u> <p>Note: Bidder needs to carry a valid Passport/NID/Credit or Debit card with photo/Original driving license in order to enter into IDB Bhaban for the pre-bid meeting.</p> <ul style="list-style-type: none"> - The Financial Proposal and the Technical Proposal files <u>MUST BE SEPARATE</u> and uploaded <u>SEPARATELY.</u> </div>

Section 3: Terms of Reference (TOR)

TERMS OF REFERENCE

BASELINE & ENDLINE SURVEY AND ANNUAL PROGRESS REVIEW

Location:	Dhaka, BANGLADESH
Additional Category:	Local Government Initiative on Climate Change (LoGIC)
Type of Contract:	Firm Contract
Languages Required:	English
Expected Duration of Assignment:	Intermittent support between November 2017 to December 2020

A. Project Title:
Local Government Initiative on Climate Change (LoGIC)
B. Description of the Assignment
<p>The consultancy will be split into four Phases between November 2017 and December 2020. The Phases are: (1) Baseline study, (2) Annual Progress Review 2019, (3) Annual Progress Review 2020 and (4) End-line study.</p> <p>In Phase-1 the project baseline study will be undertaken prior to the implementation of project interventions to serve as a starting point of reference for measuring progress, achievements and success of the project. This would provide a sound basis for assessing the project's progress and achievements by comparing the 'before-after' scenario. Furthermore, the baseline study will provide a situation analysis of existing scenario of the project that would assist the project management to determine the priorities accordingly for revising the operational plan, in case of necessity. LoGIC seeks expertise in qualitative and quantitative data collection and analysis techniques to develop the baseline design, and implement the baseline survey. The expected start date of Phase-1 is November 2017.</p> <p>Phase-2 Annual Progress Review of the year 2019 will ideally proceed after the successful completion of implementation year-1 but will depend on the methodology and program activities. The expected date is January 2019. Annual progress review will contribute to the interim tracking of progress, and aligned to measurement of progress assessed with MIS and Adaptation Tracking and Measuring (ATM) database, with limited empirical cross checking of the MIS and ATM data of LoGIC project.</p> <p>Phase-3 will be started after completion of implementation year-2, assumed date is January 2020, and this phase will follow the methodology and approach as Phase-2.</p> <p>Finally, at the end of the project, an end-line study will be conducted based on the indicators building on the Baseline. The Phase-4 is likely to take place in December 2020.</p> <p>In designing the overall approach, the selected firm will need to be aware that the technical design and budget of the Phases will be different. The selected firm will be given a single contract for the 4 Phases but individual work order will be issued for each Phase, and work order will be dependent upon the successful completion of prior phases.</p>
C. Project Description:
LoGIC is a multi-donor collaborative initiative of GoB, UNDP, UNCDF, EU and SIDA, aims to enhance the capacity of vulnerable communities, Local Government Institutions (LGI) and civil society organisations for planning and financing climate change adaptation solutions in selected climate vulnerable areas. The Local

Government Division (LGD) is the implementing lead of the project in partnership with UNDP and UNCDF (for technical and management support).

Vulnerable people living in disaster-prone areas of Bangladesh have developed strategies and practices to cope with these natural events; however, they have inadequate empowerment to influence over development planning in their communities.

In order to address the vulnerabilities of Bangladesh to climate change, the project envisages the following priority areas of action:

- a) Building capacities of individuals and households with information, knowledge, skills and technology to adapt to climate change as well as leadership skills to influence the local planning process.
- b) Build capacity of the local NGOs, CBOs, local institutions and LGIs in climate change integrated planning, budgeting and implementation with high degree of accountability and inclusive practice.
- c) Provide funds to LGIs and vulnerable households to plan and implement climate resilient activities and interventions at community and household level.
- d) Generate knowledge and mobilise opinion for shaping a Local Climate Fiscal Framework and enhance readiness of both LGIs and the Local Government Division to utilise national and international climate finance in an accountable way.

These priorities will be addressed through three sets of core actions: capacity building, providing access to climate change funds and policy advocacy. During the planned support period, the proposed project is expected to produce following three key results:

Firstly, the capacity of local governments, households and other local stakeholders will be increased enabling them to enhance existing and future local development plans by integrating climate change adaptation solutions.

Secondly, a financing mechanism for local governments to implement climate change adaptation solutions will be established; the Performance Based Climate Resilient Grants will be aligned with the current system of fiscal transfers to Local Government Institutions using and improving it. It also covers the design and implementation of a Community Resilience Fund that will provide resources for community and household level climate change adaptation solutions for vulnerable households.

Thirdly, it is of utmost importance that the pilot experience gained at the community and local level is informing wider policy and practice and ultimately aim at improving and reforming the planning and financing system of the GoB for CCA at local and community level, ensuring sustainability beyond the project.

The project is designed to support roughly 200,000 most vulnerable households in 72 (seventy two) unions in 7 (seven) districts (Kurigram, Sunamganj, Khulna, Bagerhat, Barguna, Patuakhali, and Bhola). The benefits are expected to come out of climate change adaptation actions at various levels, scaled up through local government institutions incorporating high quality accountability and participation of the most vulnerable people. This concept evolved around six strands:

- i) Building capacity, awareness and empowerment of the vulnerable people to generate plans;
- ii) Development of capacity of the local government to integrate climate change into their local development plans;
- iii) Building capacity and engagement of local actors and government extension workers at local level to work as driver for accountability of climate action;
- iv) Provide grants to local government as additional resource to climate-proof their investment on community based adaptation work;
- v) Provide direct support to the vulnerable households to meet their adaptation needs; and
- vi) Promote a local climate financing mechanism through evidence based advocacy for delivering climate finance at scale.

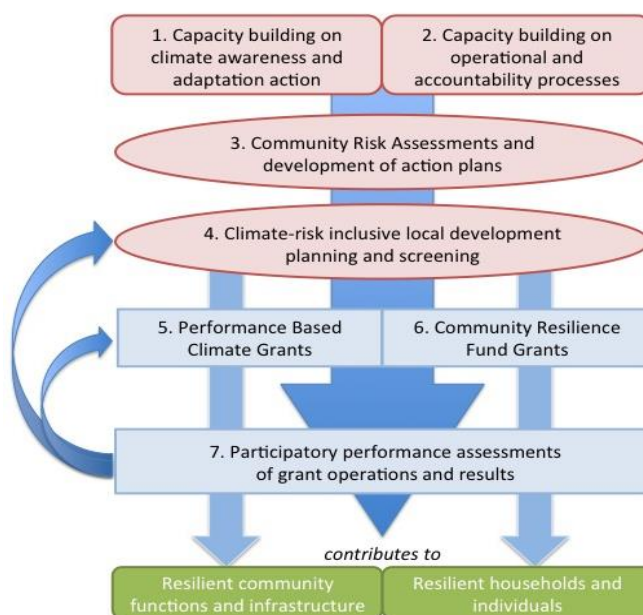
The outcome of this Project is: Improved and inclusive local level planning, and increased funding for community based CCA-DRR solutions, supported by a strengthened financing mechanism. By achieving

objectives and results, the project will contribute to the reduction of vulnerability and poverty in Bangladesh. The project is expected to produce following results:

- **Output 1:** Strengthened capacity of vulnerable people and local stakeholders for accountable planning and financing on CCA/DRR actions for building resilience.
- **Output 2:** Enhanced access of LGIs and vulnerable households to climate funds have for climate resilient infrastructures and adaptive livelihoods.
- **Output 3:** Established evidence based advocacy for a mechanism for ‘financing local resilience’.

The indicators list is attached (see annex-1).

The proposed project will address gaps at a few levels based on which the results have been designed. At the local level, despite being a repository of local knowledge and information, the LGIs fall short of harnessing the potentials from the local community. The mechanism for formulation of the Local Development Plan (LDPs) has scope to engage the poor and vulnerable groups in a participatory way to reflect their climate-related needs and demands. Communities and households face difficulties in securing access to the planning and financing mechanism for sustainable development solutions. An in-depth analysis of potentials and gaps will be further detailed out in the baseline study and inception phase of the project. The overall sequential approach to implement the project strategy is presented in the following figure.



D. Study Methodology Design

During the methodology design, the consultants will develop a detailed workplan and budget, detailing when and how data should be collected. The methodology will be robust and employ mixed methods and include field-tested tools to provide statistically robust information. Subject to approval of the evaluation methodology, information will be collected from both treatment (target) and comparison groups (control). The contracted firm will illustrate costs of data collection, develop a sampling strategy, a detailed inception report and quantitative tool, recruit, train and supervise enumerators; collect data from beneficiaries and Union Parishads, analyse and report the findings.

An indicative set of questions is outlined below, but it is expected that these will be refined and rationalised during the methodology development phase. It will be important for the evaluation team to review LoGIC project documents during this process. Where possible, results should be disaggregated by sex, disability, age, disaster risk reduction, climate change adaptation and socio-economic status. In addition, cross-cutting themes such as gender and local governance should be considered.

Reported figures, particularly 'headline numbers' must be adequately explained and qualified where necessary. Findings will not be meaningful without disaggregation and other explanatory information including analysis of changes in households, community, gender equality and access to local government services.

The firm will need to comply with the following DAC (Development Assistance Committee of OECD) criteria in evaluation methodology design, in designing the baseline so that it would provide for a sound evaluation that meets UN standards:

Relevance

- To what extent are the objectives of the project still valid?

- Are the activities and outputs of the project consistent with the overall goal and the attainment of its objectives?
- Has LoGIC contributed to sustainable improvements in financing climate change resilience?

Effectiveness

- To what extent has LoGIC enabled and been successful in achieving community and CSOs participation in local government planning and CCA-DRR financing?
- To what extent do community action plans address gender and climate change issue?
- To what extent has LoGIC enabled local governments to integrate climate change?

Efficiency

- Has the project represented good value for money?
- To what extent have local governments been able to address climate change resilience financing through its investments?
- Has the project been successful in terms of targeting (and influencing Union Parishad to target) intended social groups?
- Has LoGIC been successful in reducing the level of inclusion and exclusion error to a minimum?

Impact

- To what extent can the achievement of results be attributed to LoGIC?
- Who has directly and indirectly benefited from the project in terms of gender, disability, age, ethnicity, CCA-DRR and socio-economic status etc. Who has been excluded?
- What have been the positive, negative, intended and unintended effects of the project? How many people have been affected (directly and indirectly)?
- How have local government investments for climate resilience with LoGIC support influenced the overall structure of local government's development planning and investments?

Sustainability

- To what extent are the investments by local governments supported by LoGIC contributing to long term climate change resilience?
- Which results are likely to sustain (from an environmental, social and financial perspective) beyond the end of support? Which are not?
- Has the LoGIC been successful in facilitating partnerships between different stakeholders (private sector, LGIs, community etc.)? Have these partnerships contributed to addressing gender and climate change issues?
- Has the project sustainably improved livelihoods of the targeted community?
- Has LoGIC contributed to improve climate resilience of community people and infrastructure?

The baseline, annual review and end-line data collection will form an important component of LoGIC's M&E system. Other components, currently under consideration, will include 1) an online database to track beneficiaries and activities in real time (ATM), 2) a beneficiary feedback mechanism, 3) program quality monitoring and 4) Management Information System (MIS). Information and reports generated from the project M&E system (including datasets) will be available for use by the contracted firm.

Bidders should demonstrate how they will ensure data quality, verification and credibility. Bidders will also need to explain how they will manage data protection and confidentiality issues.

E. Scope of Work

The study is to be undertaken in 7 districts within the parameters of expected results of the project described earlier pertaining to household and Union and Community Level baseline survey and capacity assessment. The survey will establish benchmarks of the prevailing situation of the adaptive capacity of the UP, Local Institutions, CBOs, CSOs, vulnerable households and other stakeholders before the introduction of project interventions to serve as the basis for impact assessment (building local resilience) of the project's interventions.

The study team is expected to perform the following activities:

1. Participate in planning meetings with relevant project staff of LoGIC and review relevant project documents.
2. Submit a detailed work plan to LoGIC along with timeframe and responsible parties for this assignment.
3. Finalize study methodology including data collection methods, sampling strategy with appropriate framework (i.e., RCT, but not limited to).
4. Finalize data collection tools (questionnaire, checklist, guidelines) for the study in consultation with LoGIC team. The study team will be responsible for pre-test and finalization of tools and techniques for the survey. The data collection tools will be in Bengali and English language.
5. Organize training for the enumerators followed by field practice. The training will include methodology, tools and technique of the survey, to ensure that enumerators have in-depth understanding of the study.
6. Ensure data collection from the respondents as per sample design, using prescribed tools and techniques.
7. Prepare and finalize data analysis and tabulation plan and generate output tables accordingly.
8. Provide soft copy of data (MS-Access & SPSS), both clean and unclean and also output tables with 'do file' (syntax files).
9. Submit draft report of the study to LoGIC team prior to submission of final report. LoGIC will review the draft report and provide necessary feedback. The study team will submit the final report addressing the feedback received from LoGIC.

However, the detailed scope of work is illustrated later in the output tables (section F) with an estimated duration of each task.

Study Population:

The LoGIC project will be implemented in 72 vulnerable unions of 19 Upazilas in 7 districts and 200,000 people will be direct beneficiaries of the project. Also, the UP elected body, attached staff of different govt. ministries of the 72 Union Parishads will be the beneficiary of this project.

The table below shows the targeted Unions in the project working area:

Division	District	Upazila	Union
Rangpur	Kurigram	Char Rajibpur	Char Rajibpur, Kodailkati, Mohanganj
		Roumari	Roumari, Bandabeer, Dantbhanga, Saulmari
		Chilmari	Ashtamir Char, Raniganj, Thanahat
Sylhet	Sunamganj	Tahirpur	Dakshin Sreepur, Dakshin Baradal, Uttar Sreepur, Balijhuri
		Dirai	Bhati Para, Charnar Char, Derai Sarmangal, Rafinagar
		Salla	Atgaon, Bahara, Habibpur, Sulla
Khulna	Khulna	Koira	Dakshin Bedkashi, Koyra, Maheshwaripur, Uttar Bedkashi, Maharajpur
		Dacop	Banisanta, Pankhali, Kamarkhola, Sutarkhali, Tildanga
	Bagerhat	Mongla	Chandpi, Sundarban, Suniltala, Mithakhali
		Sharonkhola	Dhansagar, Khontakata, Royenda, SouthKhali
		Morelganj	Baraikhali, Jiudhara, Morrelganj, Nishan Baria
Barisal	Barguna	Pathorghata	Kakchira, Kathaltoli, Nachna Para, Raihanpur
		Sadar	Badarkhali, Burirchar, Dholua, Naltana
		Taltoli	Barabagi, Nishanbaria, Sonakata, Pancha Karalia
	Patuakhali	Rangabali	Rangabali, Bara Baisdia, Chhota Baisdia, Char Montaz
		Dashmina	Char Borhan, Ranagopaldi

	Bhola	Sadar	Dhania, Kachia, Rajapur, Dakkhin Dighaldi
		Doulatkhan	Uttar Joynagar, Char Khalifa, Saidpur, Dakkhin Joynagar
		Borhanuddin	Bara Manika, Deula
4 Division	7 District	19 Upazila	72 Unions
F. Expected Outputs		Deliverables	No. of days required (estimated)
Output A: Baseline (Part of 2017)			21 days
Develop and Finalize the Baseline Planning (Variables, Indicators, Scale, Data Plan and a Framework)		Inception Report- Whole Assignment	3 days
Finalising methodology, sampling and data collection tools & protocols			5 days
Enumerators' training and field test			3 days
Conducting baseline survey in 72 Unions of 19 Sub-districts (Upazilas) in 7 districts including data entry, compilation and data quality control.		Final Baseline Data Set	7 days
Data Editing and Error Correction			3 days
Output A: Baseline (Part of 2018)			19 days
Data Analysis, Presentation and Validation		Draft Analysis Report-Baseline	8 days
Draft Report			5 days
Final Report		Final Report-Baseline	6 days
Output A: Baseline (Total Days)			40 days
Output B: Annual Progress Review 2019 (Interim Tracking of the Result Progress)			25 days
Collecting MIS and ATM Data from Project		Data Set and Analysis Report- Progress review	2 days
Cross-checking of MIS and ATM data in sample unions.			5 days
Data Analysis, Presentation and Validation			8 days
Draft Report		Draft and Final Report- First Annual Progress Tracking	5 days
Final Report			5 days
Output C: Annual Progress Review 2020 (Interim Tracking of the Result Progress)			25 days
Collecting MIS and ATM Data from Project		Data Set and Analysis Report- Progress Review	2 days
Cross-checking of MIS and ATM data in sample unions.			5 days
Data Analysis, Presentation and Validation			8 days
Draft Report		Draft and Final Report- Second Annual Progress Tracking	5 days
Final Report			5 days
Output D: Project End-line			33 days
Revisiting and finalising methodology, sampling and data collection tools and protocols		End line Strategy	1 day
Enumerators' training and field test			5 days

F. Expected Outputs	Deliverables	No. of days required (estimated)
Output A: Baseline (Part of 2017)		21 days
Develop and Finalize the Baseline Planning (Variables, Indicators, Scale, Data Plan and a Framework)	Inception Report- Whole Assignment	3 days
Finalising methodology, sampling and data collection tools & protocols		5 days
Enumerators' training and field test		3 days
Conducting baseline survey in 72 Unions of 19 Sub-districts (Upazilas) in 7 districts including data entry, compilation and data quality control.	Final Baseline Data Set	7 days
Data Editing and Error Correction		3 days
Output A: Baseline (Part of 2018)		19 days
Data Analysis, Presentation and Validation	Draft Analysis Report-Baseline	8 days
Draft Report		5 days
Final Report	Final Report-Baseline	6 days
Output A: Baseline (Total Days)		40 days
Output B: Annual Progress Review 2019 (Interim Tracking of the Result Progress)		25 days
Collecting MIS and ATM Data from Project	Data Set and Analysis Report- Progress review	2 days
Cross-checking of MIS and ATM data in sample unions.		5 days
Data Analysis, Presentation and Validation		8 days
Draft Report	Draft and Final Report- First Annual Progress Tracking	5 days
Final Report		5 days
Output C: Annual Progress Review 2020 (Interim Tracking of the Result Progress)		25 days
Collecting MIS and ATM Data from Project	Data Set and Analysis Report- Progress Review	2 days
Cross-checking of MIS and ATM data in sample unions.		5 days
Data Analysis, Presentation and Validation		8 days
Draft Report	Draft and Final Report- Second Annual Progress Tracking	5 days
Final Report		5 days
Output D: Project End-line		33 days
Revisiting and finalising methodology, sampling and data collection tools and protocols	End line Strategy	1 day
Enumerators' training and field test		5 days

Conducting baseline survey in 72 Unions of 19 Sub-districts in 7 districts including data entry, compilation and data quality control.	Data Set and Analysis Report	7 days
Data Editing and Error Correction		5 days
Data Analysis, Presentation and Validation		5 days
Draft Report	Draft and Final Report	6 days
Final Report		4 days
<i>* Data collection tools are largely prepared by the project, based on indicators fixed in the project document, but will be finalized together with the Contractor.</i>		
G. Institutional Arrangement		
<p>The contracted firm (study team) will work under supervision of the LoGIC Project Coordinator and the guidance of the UNDP Climate Change Specialist.</p> <p>All costs related to this assignment including logistics, office arrangements, accommodation, etc. shall be borne by the contractor. UNDP shall pay the lump sum amount quoted in the financial proposal and shall be paid as achievement of milestones as per the TOR.</p> <p>Achieving the deliverables shall be the sole responsibility of the contractor. Any delay shall be communicated to the LoGIC team along with a plan to remedy the delay.</p> <p>The contractor is expected to largely work from their own offices (local office Bangladesh) and attend meetings at LoGIC PMU as required.</p>		
H. Duration of the Work and Duty Station		
<p>Duration of the assignment will be as below:</p> <ul style="list-style-type: none">a. Baseline: maximum 40 working days (21 days in year 2017 and 19 days in year 2018).b. Annual Progress Review 2019: maximum 25 working days.c. Annual Progress Review 2020: maximum 25 working days.d. End-line: maximum 33 working days. <p>The working location will be in Khulna, Bagerhat, Patuakhali, Barguna, Bhola, Kurigram and Sunamgonj districts for data collection and in Dhaka for other relevant tasks of the assignment.</p>		
I. Final Deliverables /Services from contractor		
<p>Based on the scope of the work outlined above, the following are the deliverables from the firm/institution:</p> <ul style="list-style-type: none">1. An inception report that will include a final detailed action plan for other deliverables2. A statistically sound data collection frame for baseline & end-line study and Annual Review3. A questionnaire for data collection (Bangla & English version)4. Provide softcopy (SPSS and MS Access format) of a user-friendly database based on survey results5. Draft Study report (5 copies) hard copies and soft copies (MS Word & PDF format)6. Printed Final Study report (English) along with executive summary as mentioned below. The final baseline/end-line report will be in two part i.e. household baseline and Union & Community Level Baseline.<ul style="list-style-type: none">• Baseline: Abridged version-500 and full report-200 copies• End-line: Abridged version-500 and full report-200 copies7. Final Study report (soft copy in MS Word & PDF format).8. Organize 2 dissemination workshop in Dhaka on baseline and end-line study findings. 150 participants in each workshop.		
J. Scope of Price Proposal and Schedule of Payments		
<p>Remuneration will be fixed for the successful contractor. No adjustment will be made on the assignment period and price determined by the signed contract. The price should take into account all HR costs and professional fees, travel costs, daily allowances, subsistence and ancillary expenses.</p>		

For each Phase, UNDP will make payments, by bank transfer to the contractor's bank account, upon acceptance by LoGIC/UNDP according the deliverables specified in the ToR. Payments will be made in tranches based on milestone deliverables upon submission of invoice and upon certification of the work completed:

Output A: Baseline

- **1st Payment:** 30% of total contract value will be paid on submission and agreement on the inception report (Year 2017).
- **2nd Payment:** 20% of total contract value will be paid on submission of final baseline dataset (Year 2018).
- **3rd Payment:** 40% of total contract value will be paid on submission of the final draft baseline report.
- **4th Payment:** 10% of the total contract value will be paid on completion and satisfactory delivery of all services and acceptance of the final survey report by LoGIC/UNDP Bangladesh.

Output B: Annual Progress Review 2019

- **1st Payment:** 50% of total contract value will be paid on submission of Data Set and Analysis Report- First Progress review.
- **2nd Payment:** 50% of the total contract value will be paid on completion and satisfactory delivery of all services and acceptance of the final tracking report by LoGIC/UNDP Bangladesh.

Output C: Annual Progress Review 2020

- **1st Payment:** 50% of total contract value will be paid on submission of Data Set and Analysis Report- Second Progress review.
- **2nd Payment:** 50% of the total contract value will be paid on completion and satisfactory delivery of all services and acceptance of the final tracking report by LoGIC/UNDP Bangladesh.

Output D: Project End-line

- **1st Payment:** 30% of total contract value will be paid on submission and agreement on the inception report.
- **2nd Payment:** 50% of total contract value will be paid on completion of all data collection.
- **3rd Payment:** 20% of the total contract value will be paid on completion and satisfactory delivery of all services and acceptance of the final survey report by LoGIC/UNDP Bangladesh.

K. Competencies & Presentation of Proposal

The key qualification of the firm, team leader and researchers are listed below. CVs must be tailored to demonstrate competence against these requirements. Failure to demonstrate the experience of the firm and individual team members against these eligibility criteria will result in proposals being discarded.

Minimum Eligibility Criteria for the firm:

- The firm will have all legal papers e.g. valid trade license, latest audit report, TIN and other updated documents to run a business in a legal way.
- Profile (which should not exceed fifteen (15) pages including any printed brochure relevant to the services being procured)- describing the nature of business, field of expertise, licenses, certifications, accreditations.
- Latest Audited Financial Statement- income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc.
- Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

Corporate Competencies:

- Demonstrates integrity by modeling the UN's values and ethical standards (human rights, peace);
- understanding between peoples and nations, tolerance, integrity, respect, and impartiality;
- Promotes the vision, mission, and strategic goals of UNDP;
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability.

Functional Competencies:

- Demonstrates openness to change, flexibility, and ability to manage complexities;
- Proven strong written, analytical and communication skills.

Interested firm/institution must submit a detailed proposal made up of documentation to demonstrate its eligibility, to enable appraisal of competing bids. This should include technical and financial proposals both, details of which are listed below.

1. Technical Proposal

- (i) Name of Firm and details of registration, address and bank account; business registration certificate and corporate documents (Articles of Association or other founding authority); description of present activities and most recent annual report (including audited financial statements);
- (ii) Description of experience and expertise of the firm:
 - At least five years- experience in conducting research on social sciences
 - Having experience of conducting at least 3 national level research studies mainly based on sample survey
 - Having at least 3 years' experience of climate change/disaster related research studies, etc.Have to attach copy of work order of relevant experiences.
- (iii) List of current and past assignments of the Firm along with detail address;
- (iv) Two references including performance certificates, must be provided by the bidding firm from the it's previous work that has been undertaken. These should be from the past two years and should relate to projects on which proposed team members worked.
- (v) Methodology and approaches for the baseline, annual progress review and end-line; needs to contain a detailed description of the process the firm intends to follow to complete the methodology design including a detailed work plan and time schedule for completion/delivery of the final products which, after selection of the contractor, will be agreed upon by the LoGIC Project.
Detailed breakdown of timeframe will be provided in the technical proposal as per following headings:
 - Methodology, sampling and data collection tool finalization
 - Enumerator recruitment and training
 - Data collection, Data entry, Data cleaning, coding and analysis
 - Draft report preparation and submission
 - Final report submission
- (vi) Human Resources: The Technical Proposal needs to contain a list and detailed information on the proposed Human Resources that will be utilized for the task including their respective qualifications and relevant experience/exposure and required expertise/skills to complete the tasks. CVs of the proposed team leader and key experts to be included in the team.

Expected qualification of team:

Team leader: Postgraduate degree in Climate Change, Development studies, Economics or other related fields. At least 10 years of professional experience in research and evaluation in the fields of local development, environment and climate change adaptation with a specific experience of leading national level study on climate resilience. (Major engagement).

Data Scientist: Graduation preferably in statistics, IT or related subject. At least 5 years' experience with the design of qualitative and quantitative methodologies including studies that involve qualitative/quantitative integration; experience real-time monitoring/online data collection in longitudinal monitoring and impact evaluations, particularly in the areas of governance and climate resilience. (Major engagement).

Climate Change Expert: Postgraduate degree in Environmental Science, Climate Change, Economics or other related fields. At least 7 years of professional experience in the fields of local development, decentralization and/or environment and climate change adaptation with a specific emphasis on local or climate governance, adaptation and development planning, public financial management, climate finance,

and/or climate change mainstreaming (Medium engagement).

Local Governance Expert: Postgraduate degree in public administration, Governance, Economics or other related fields. At least 7 years of professional experience in the fields of local development, decentralization and/or environment and climate change adaptation with a specific emphasis on local or climate governance, adaptation and development planning, public financial management/budgeting, climate finance, and/or climate change mainstreaming (Medium engagement).

Data Collector: Minimum graduation. At least 3 years of experience in quantitative and qualitative data collection. Experienced in climate change related data collection and able to interact effectively and professionally with the community as well as different stakeholders like Govt. Officials, community people, local elites etc. Able to record data precisely based on questionnaire. (Minor engagement).

Data Quality Assurance Officer: At least graduation in any field of Social Science or Statistics. Have at least 3 years' experience in similar type of job. Capable to ensure data quality and accuracy, team leading and able to provide quick decisions to data collectors (Minor engagement).

(Proposers must Provide confirmation of the availability of proposed Team Leader & key experts -a signed Letter of Commitment must be submitted as part of the Offer for this Request for Proposal).

2. Financial Proposal (including fee, travel cost, DSA, and other relevant expenses)

- (i) The financial proposal shall specify a total delivery amount (in USD or BDT) including consultancy fees and all associated costs, i.e. travel cost, subsistence per diems and overhead charges.
- (ii) In order to assist UNDP in the comparison of financial proposals, the financial proposal will include a breakdown of this amount, disclosing the key assumption employed in costing the working. This must at least specify: the daily rates and number of anticipated working days (for each professional team member), any travel costs and overhead charges. Payments will be based upon output, i.e. upon delivery of the services specified in the ToR.

The cost of preparing a proposal and of negotiating a contract, including any related travel, is not reimbursable as a direct cost of the assignment.

L. Evaluation

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

- a. Responsive/ compliant/ acceptable with reference to this ToR, and;
- b. Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation, with the ratio set at 70:30 respectively (this is to reflect the high-level skills mix required).
- c. Only firms obtaining a minimum of 70% of maximum obtainable score (49 points) in the technical analysis would be considered for financial appraisal, and ultimately therefore, for contracting.

Criteria	Score 70	Weightage 70%
Technical		
Experiences of the Firm:		
Experience in designing and managing impact evaluations using mixed methods and in the areas of climate resilience specific emphasis on local climate governance, adaptation in Bangladesh.	15	15%
Methodology and work plan		
Quality and relevance of proposed study methodology & approach	25	25%
Expertise of the Study Team:		30%

	Team leader	10	
	Data Scientist	10	
	Climate Change Expert	5	
	Local Governance Expert	5	
Financial		30	30%
Total=		100	100%
M. Identification of Risk and Risk Mitigation Plan			
<p>The firm will be solely responsible for the deliverables and will be responsible to achieve the milestones. Any delay should be reported prior the time point of the milestones as per the submitted work plan. The firm must identify the risks to delivery and outline how it will mitigate against them i.e. outline risk management strategies.</p>			

ANNEX-1

A preliminary list of high level variables/indicators (this is by no means exhaustive and this list will be finalized later based on the agreement between the selected institution/firm and the LoGIC Project Management team and UNDP for which the data need to be collected is provided in Annex 1. The indicators for the project are described below.

Project Outcome: Improved and inclusive local level planning and a strengthened financing mechanism for community based climate change adaptation solutions through local governments.	
1.	% of target UPs that have incorporated climate change adaptation actions into their development plans.
1.1	% of target UPs where annual development plans include schemes to build climate change resilience
1.2	% of annual development plan budget in target UPs that is directed towards building climate change resilience
1.3	% of UPs spends more than 25% of the budget for non-structural adaptation and disaster mitigation/preparedness work.
2.	% of target UP plans that have addressed the adaptation needs and priorities of vulnerable women and girls.
2.1	% of target UPs spent more that have included gender responsive climate change resilience actions in the annual development plan.
2.2	% of annual development plan budgets of target UPs spent on gender responsive climate change resilience actions.
3.	% of UP that have established and are implementing the Climate Resilience Financing system
	% of UP understand the climate change additionality to their development work.
3.1	% of target UP's implementing a mechanism to finance climate change actions at the community level additionality dimension and report it separately in their budget expenditures
3.2	% of target UP's reporting climate change finance actions separately in their budget expenditures
3.4	% of UP can implement the climate resilience budgeting and financing system
4.	% of target UPs that are allocating other resources to implementing CCA linked schemes.
4.1	% of target UPs that align and apply social safety net schemes for climate resilience actions.
4.2	% of LGSP and ADP allocation in target UPs spent for on climate resilience actions.

OOutput 1: Strengthened capacity of local governments, households and other local stakeholders to develop local plans that integrate climate change adaptation measures and disaster risk management	
1.1	% of women, poor and marginalized people participate in the formulation of climate risk integrated LDPs
1.1.a	% of target UPs that conduct Ward Shavas that address formulation of climate risk integrated LDPs
1.1.b	% of women, poor and marginalized people in target UPs participating in Ward Shavas
1.2	% of target UPs that integrate CCA solutions into LDPs to support the most vulnerable households.
1.2.a	% of target UPs where Ward Shavas identify climate risks for women, poor and marginalized people
1.2.b	% of target UPs where LDPs address some of the climate risks for women, poor and marginalized people

Output 2: Established financing mechanism to fund local governments and communities for implementing climate change adaptation measures	
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2.1 % of target vulnerable households (women, poor and marginalized people) who benefit from CCA finance
2.1.a No. of climate resilience investments made in target UPs from PBCRG during the fiscal year
2.1.b % of households in target UPs benefiting from PBCRG investments during the fiscal year
2.1.c % of vulnerable households in target UPs benefiting from PBCRG investments during the fiscal year
2.1.d No. of climate resilience interventions in target UPs financed by CRG during the fiscal year
2.1.e % of households in target UPs benefiting from CRG investments during the fiscal year
2.1.f % of vulnerable households in target UPs benefiting from CRG investments during the fiscal year
2.2 % of target UPs that secure funding to support CCA linked schemes based on their performance
2.2.a No. of target UPs whose performance was assessed for financing by the PBCRG during the fiscal year
2.2.b % of performance assessed UPs that secured financing by the PBCRG during the fiscal year
2.3 % of Open Budget sessions in target UPs that discussed CCA linked expenditure
2.3.a. % of target UPs that conducted Open Budget meetings during the fiscal year
2.3.b. % of target UPs presenting climate resilience expenditure details in Open Budget meetings during fiscal year

Output 3: Experience and evidence inform and contribute to further improvements in policies and practices for UPs and national systems in relation to climate change adaptation.
3.1 The extent to which National Adaptation Plan (NAP) and 7th Five Year Plan (7FYP) integrate financing for local adaptation
3.1.a Specific commitment to finance local adaptation mentioned in National Adaptation Plan (NAP)
3.1.b Allocations made to finance local adaptation mentioned as mentioned in National Adaptation Plan (NAP)
3.1.c Specific commitment to finance local adaptation mentioned in 7 th Five Year Plan (7FYP)
3.1.d Allocations made to finance local adaptation mentioned as mentioned in 7 th Five Year Plan (7FYP)
3.2 The extent to which local climate fiscal framework is integrated into the national Climate Fiscal Framework.
3.2.a Specific details of local climate fiscal framework mentioned in National Climate Fiscal Framework
3.2.b Allocations made to finance of steps to implement local climate fiscal framework

Section 4: Proposal Submission Form

[insert: Location]

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for [insert: title of services] in accordance with your Request for Proposal dated [insert: Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that :

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

We agree to abide by this Proposal for [insert: period of validity as indicated in Data Sheet].

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details : _____

[please mark this letter with your corporate seal, if available]

Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

Proposer Information Form

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's name]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's name]</i> Email Address: <i>[insert Authorized Representative's name]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		
14. Attached are copies of original documents of: <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.		

Joint Venture Partner Information Form (if Registered)

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT INSERT TITLE OF THE SERVICES

Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.

Name of Proposing Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Proposal:	
Address:	
Phone / Fax:	
Email:	

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.

1.1 Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

1.2. Financial Capacity: Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.

1.3. Track Record and Experiences: Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

This section should demonstrate the Proposer's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed

methodology meets or exceeds the requirements.

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

2.3 Implementation Timelines: The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.7. Anti-Corruption Strategy: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.8. Partnerships: Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 3: PERSONNEL

3.1 Management Structure: Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

3.2 Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note :*This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.*)

3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

Name:		
Position for this Contract:		
Nationality:		
Contact information:		
Countries of Work Experience:		
Language Skills:		
Educational and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References no.1 (minimum of 3):	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Reference no.2	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Reference no.3	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Declaration:		
I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.		
<div style="border-top: 1px solid black; height: 1.2em; width: 100%;"></div>		
Signature of the Nominated Team Leader/Member		Date Signed

Section 7: Financial Proposal Form

The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in the Instruction to Proposers.

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

Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.

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

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

A. Cost Breakdown per Deliverables*

SN	Deliverables <i>[list them as referred to in the TOR]</i>	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverable 1	[UNDP to give percentage (weight) of each deliverable over the total price for the payment purposes, as per TOR]	
2	Deliverable 2		
3		
	Total	100%	USD

**Basis for payment tranches*

B. Cost Breakdown by Cost Component:

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

Description of Activity	Remuneration per Unit of Time (e.g., day, month, etc.)	Total Period of Engagement	No. of Personnel	Total Rate for the Period
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				

b. Expertise 2				
2. Services from Field Offices				
a . Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

Section 8: Contract for Professional Services

THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE PROPOSER'S REFERENCE. ADHERENCE TO ALL TERMS AND CONDITIONS IS MANDATORY.

[PLEASE ATTACH HERETO THE .PDF VERSION OF THE CONTRACT FOR PROFESSIONAL SERVICES AND THE GENERAL TERMS AND CONDITIONS]

Date _____

Dear Sir/Madam,

Ref.: _____/_____/_____ [INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your [company/organization/institution], duly incorporated under the Laws of _____ [INSERT NAME OF THE COUNTRY] (hereinafter referred to as the "Contractor") in order to perform services in respect of _____ [INSERT SUMMARY DESCRIPTION OF THE SERVICES] (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
 - a) this Letter;
 - b) the Terms of Reference [ref.dated.....], attached hereto as Annex II;
 - c) the Contractor's Proposal [ref....., dated]
 - d) The UNDP Request for Proposal [ref....., dated.....]
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

- 2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.
- 2.2 The Contractor shall provide the services of the following key personnel:

<u>Name</u>	<u>Specialization</u>	<u>Nationality</u>	<u>Period of service</u>
-------------	-----------------------	--------------------	--------------------------

....
....

- 2.3 Any changes in the above key personnel shall require prior written approval of _____ **[NAME and TITLE]**, UNDP.
- 2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
- 2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES]

[INDICATE DELIVERY DATES]

e.g.

Progress report	../..../....
.....	../..../....
Final report	../..../....

- 2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by _____ **[MAIL, COURIER AND/OR FAX]** to the address specified in 9.1 below.
- 2.7 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.

OPTION 1 (FIXED PRICE)

3. Price and Payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The price 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.
- 3.3 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 performance of the Services.
- 3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u>	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon...../..../....
...../..../....

Invoices shall indicate the milestones achieved and corresponding amount payable.

OPTION 2 (COST REIMBURSEMENT)

3. Price and payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a price not to exceed _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex _____ **[INSERT ANNEX NUMBER]** contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.
- 3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of _____ **[NAME and TITLE]**, UNDP.
- 3.4 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 performance of the Services.
- 3.5 The Contractor shall submit invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.

OR

- 3.5. The Contractor shall submit an invoice for _____ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.
- 3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.
4. Special conditions
- 4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.
- 4.2 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.
- 4.3 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.
- 4.4 Owing to [...], Article(s) [...] of the General Conditions in Annex I shall be amended to read/be deleted.

5. Submission of invoices

- 5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to

the following address:

.....

5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

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

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

_____ **[NAME OF THE BANK]**

_____ **[ACCOUNT NUMBER]**

_____ **[ADDRESS OF THE BANK]**

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than _____ **[INSERT DATE]** and shall complete the Services within _____ **[INSERT NUMBER OF DAYS OR MONTHS]** of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and _____ **[NAME AND TITLE]** UNDP.

9. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

For the Contractor:

Name
Designation
Address
Tel. No.
Fax. No.

Email address:

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME AND DESIGNATION]

For **[INSERT NAME OF THE COMPANY/ORGANIZATION]**

Agreed and Accepted:

Signature _____

Name: _____

Title: _____

Date: _____



UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

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

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

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

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of

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

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

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

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

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

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

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

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

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

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and

without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any

practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 SECURITY:

23.1 The Contractor shall:

- (a) 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;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

23.2 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 4.1 above.

24.0 AUDITS AND INVESTIGATIONS:

24.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the 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. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

24.2 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. 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 documentation for such purposes and to grant to UNDP access to the Contractor's premises. 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.

25.0 ANTI-TERRORISM:

25.1 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the 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 <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

26.0 AUTHORITY TO MODIFY:

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

Section 9- Self Declaration that the company is not in the UN Security Council 1267/1989 List

Declaration

Date:

United Nations Development Programme

UNDP Registry, IDB Bhaban, Agargaon
Sher-E-Bangla Nagar, Dhaka, Bangladesh

Assignment: **Hiring a firm for conducting Baseline, End line Survey and Annual Progress Review**

Reference: [RFP-BD-2017-034](#)

Dear Sir,

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

Yours Sincerely,