



07 August 2018

REQUEST FOR PROPOSAL (RFP-BD-2018-016)

Dear Sir / Madam:

We kindly request you to submit your Proposal for Hiring a firm for integrating the sector development plan of Rio conventions in Hakaluki Haor, Bangladesh; under the national capacity development for implementing rio conventions through environmental governance (Rio project).

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

Proposals must be submitted on or before the deadline indicated by UNDP in the eTendering system. Bids must be submitted in the online eTendering 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.

Your Proposal must be expressed in the English, and valid for a minimum period of 90 days

You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on "Accept Invitation".

In the course of preparing and submitting your Proposal, it shall remain your responsibility to ensure that it submitted into the system by the deadline. The system will automatically block and not accept any bid after the deadline. Kindly ensure that supporting documents required are signed and in the .pdf format, and free from any virus or corrupted files.

The Financial Proposal and the Technical Proposal files MUST BE COMPLETELY SEPARATE and uploaded separately in the system and clearly named as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each document shall include the Proposer's name and address. The file with the "FINANCIAL PROPOSAL" must be encrypted with a password so that it cannot be opened nor viewed until the Proposal has been found to pass the technical evaluation stage. Once a Proposal has been found to be responsive by passing the technical evaluation stage, UNDP shall request the Proposer to submit the password to open the Financial Proposal. The Proposer shall assume the responsibility for not encrypting the financial proposal.

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

A handwritten signature in black ink, appearing to be 'Jc' followed by a flourish.

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

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

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

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

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

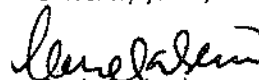
<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Sonia Menzabeen
Operations Manager
8/7/2018



Description of Requirements

Context of the Requirement	<p><i>Hakaluki Haor, one of the largest freshwater wetlands of Bangladesh and larger marsh wetland resources of Asia, is situated in the eastern part of Bangladesh adjacent to the Assam-Bangladesh border covering two districts (Moulvibazar and Sylhet) and five upazillas (Kulaura, Juri and Baralekha). Lies between latitude 24o35'N to 24o45'N and longitude 92o00'E to 92o08'E, the surface area of the haor covers approximately 18,030 hectares in dry season and 39,322 hectares in rainy season connecting 238 small, medium and large beels and hosting 200,000 people, 558 species of animal and birds, 417 species of aves and more than 100 fish species including some very rare –declared as threatened, vulnerable, endangered and critically endangered species. On ground of such threats and rapid degradation of the resources and in recognition of the urgent need to protect the unique ecology and biodiversity of the haor, Government of Bangladesh has declared Hakaluki Haor as an 'Ecologically Critical Area' (ECA) under the provision of the Bangladesh Environment Conservation Act in 1999.</i></p> <p><i>Numbers of researches and projects have been implemented with both public and private support for protecting the endangered and threatened biological diversity of the haor, betterment of the livelihoods, thus, to establish the collaborative management of the haor. Lacks in good governance, weak management structure, passivity of local administration unit is still retarding the sustainable ambience between the community and haor which are results of the previous interventions. There is an extended area of improvement identified through a feasibility study in the Hakaluki Haor to strengthen the sustainable international – national – local interface through environmental governance focusing on key issues of biodiversity, climate change and land degradation.</i></p> <p><i>In this backdrop, UNDP Bangladesh in partnership with Bangladesh government and with support from GEF is taking up the 'Integrating the Sector Development Plan of the Rio Conventions in Hakaluki Haor' project to pilot the implementation activities identified in the sector development plan for integrating the Rio Conventions in Bangladesh. The immediate objective of the project is to enhance the productivity of the forest and to strengthen awareness and skills of the community for effectively managing biophysical and aquatic diversity taking into account the need for sustaining livelihoods and adjusting the retrogressive factors e.g. climate change and land degradation.</i></p>
Implementing Partner of UNDP	<p>The core objective of the assignment is pilot the implementation activities identified in the sector development plan for integrating the Rio Conventions in Bangladesh which aims to enhance the productivity of the forest and to strengthen awareness and skills of the community for effectively managing biophysical and aquatic diversity of the Hakuluki Hoar.</p>



	<p>To perform effectively, a Firm will be hired to support the piloting activities to:</p> <ul style="list-style-type: none"> • Engage the community through improved life-skills practices which will be in line with the sector development plan of the Rio Conventions. • Support to the existing participatory management e.g. Village Conservation Forum (VCF) by enhancing the productivity of land, protection of environment, development of eco-tourism, advanced skills building. • Strengthen perception and behaviors of the VGF toward the Rio Conventions and the obligations of United Nations Convention on Biological Diversity (UNCBD), United Nations Framework Convention on Climate Change (UNFCCC) and United Nations Convention to Combat Desertification (UNCCD) applicable for the haor areas. • Make efficient communication with the central and local government by strengthening their skills on the Rio Conventions and providing active assistance in day-to-day implementations • Make certain the visible outcomes of the implementation activities identified in the sector development plan at local level within the time bound. <p>Therefore, the 'National Capacity Development for Implementing Rio Conventions through Environmental Governance (Rio)' project is seeking to hire a national NGO for integrating the sector development plan of the Rio Conventions in Bangladesh as a piloting component in the selected ECA of Hakaluki Haor.</p>
<p>Brief Description of the Required Services</p>	<p>To run the piloting of the implementation activities identified in the sector development plan for mainstreaming the obligations of the Rio Conventions in the selected ECA at Hakaluki Haor, the selected firm will communicate with the local government offices, VCF and local communities, organize consultation meetings and workshops to find out the existing practices for utilizing the biological resources, combating natural calamities, use of provided information, current knowlegde on Rio Conventions, livelihood improvement and innovation practices etc so that the capacity building or awareness training can be designed and developed properly. The selected firm will also facilitate to improvise the international – national – local interface between central and local Government, other on-going interventions and selected beneficiaries for the long-lasting impacts of the piloting. In view of the above, the scope of work for this assignment will primarily include the following:</p> <p>Component 1: Plantation in the degraded and unused land for better environmental protection</p> <p>Activities:</p> <p>1.1 Conducting a baseline study (The baseline should indicate the status of the degraded and unused land of the piloting area.)</p> <p>1.2 Facilitating to establish a nursery</p>

(The nursery will be established within an area of approximately 20 decimals; will be nurtured 15-20 tree species and grown approximately 5,000 saplings of different plant species.)

1.3 Training for nursery operator

(A training for 35 selected members of Village Conservation Group (VCG) for 03 days)

1.4 Plantation along the degraded and unused land involving community
(Selection of plantation site(s) for 2,000 saplings of selected plants)

1.5 Community involvement in nursery establishment and management

(At least 02 meetings with the community for nursery establishment, formation of a nursery management/ maintenance unit, at least 01 monthly meeting for nursery management/ maintenance during piloting period)

Component 2: Promote livelihoods development

Activities:

2.1 Conducting a baseline study

(The baseline should indicate the status of livelihood development of the piloting area)

2.2 Supporting the small-scale enterprises through solar panel

(At least 05 small-scale enterprises will be provided the solar panels with power support for two lights and one ceiling fan)

2.3 Cattle, sheep and chicken rearing for livelihoods development

(At least 08 improved breed (Frizian) cows, 50 sheep and 800 chickens will be provided to the selected VCG members. The shades will be provided by VCG.)

2.4 Compost fertilizer production and use for vegetable gardening

(At least 20 feet x 20 feet composting tank)

2.5 Community involvement in production of compost fertilizer

(50 households)

Component 3: Protection of soil erosion and land degradation

Activities:

3.1 Conducting a baseline study

(The baseline should indicate the existing interventions for protecting the soil erosion and land degradation in the piloting area)

3.2 Selection of plant species and plantation sites through community consultations

(Selection of plantation site(s) for 2,000 saplings of Hijol and Koroch)

3.3 Plantation on gentle slope of the hillocks

(Selection of plantation site(s) for 1,000 saplings of different plant species)

	<p>3.4 Demonstration of hillslope farming practices (an estimated hillslope area of 03 acres for demonstration plot)</p> <p>Component 4: Promote ecotourism Activities: 4.1 Conducting a Feasibility analysis for ecotourism development (The feasibility analysis should indicate the status and prospect for ecotourism in the piloting area)</p> <p>4.2 Capacity building for managing ecotourism activities (02 day-long trainings for 35 VCG members)</p> <p>Component 5: Capacity building for managing ecosystem, community-based adaptation and land degradation Activities: 5.1 Community awareness activities for managing ecosystem, community-based adaptation and land degradation (05 half-day awareness workshops for 50 participants will be organized)</p> <p>5.2 Trainings for the community leaders and local government (02 day-long trainings for 20 participants will be organized)</p> <p>5.3 Dissemination of IEC materials for managing ecosystem, community-based adaptation and land degradation (03 separate booklets and 06 separate posters on managing ecosystem, community-based adaptation and land degradation 1000 each will be prepared and disseminated)</p>												
<p>List and Description of Expected Outputs to be Delivered</p>	<p>Total duration of the project is 08 months effective from the date of signing the contract.</p> <table border="1" data-bbox="443 1290 1418 1877"> <thead> <tr> <th data-bbox="443 1290 531 1361">Sl No</th> <th data-bbox="531 1290 1091 1361">Activity/ Deliverables</th> <th data-bbox="1091 1290 1418 1361">Timeline</th> </tr> </thead> <tbody> <tr> <td data-bbox="443 1361 531 1435">1</td> <td data-bbox="531 1361 1091 1435">Submission of Inception Report (two print copies & soft copy)</td> <td data-bbox="1091 1361 1418 1435">Within 03 weeks after signing the contract.</td> </tr> <tr> <td data-bbox="443 1435 531 1697">2</td> <td data-bbox="531 1435 1091 1697">Submission of Mid-term Report (consist of reports of different components after completion of data gathering, entry of data in computer, consisting checking and preparation initial draft) (03 print copies & soft copy). Present the findings of the study in a seminar organized for the stakeholders.</td> <td data-bbox="1091 1435 1418 1697">Within 04 months after signing of the agreement.</td> </tr> <tr> <td data-bbox="443 1697 531 1877">3</td> <td data-bbox="531 1697 1091 1877">Submission of Draft Final Report-consisting of reports all the deliverables (three print copies & soft copy). Present the findings and recommendations of the project in a</td> <td data-bbox="1091 1697 1418 1877">Within 07 months after signing of the agreement.</td> </tr> </tbody> </table>	Sl No	Activity/ Deliverables	Timeline	1	Submission of Inception Report (two print copies & soft copy)	Within 03 weeks after signing the contract.	2	Submission of Mid-term Report (consist of reports of different components after completion of data gathering, entry of data in computer, consisting checking and preparation initial draft) (03 print copies & soft copy). Present the findings of the study in a seminar organized for the stakeholders.	Within 04 months after signing of the agreement.	3	Submission of Draft Final Report-consisting of reports all the deliverables (three print copies & soft copy). Present the findings and recommendations of the project in a	Within 07 months after signing of the agreement.
Sl No	Activity/ Deliverables	Timeline											
1	Submission of Inception Report (two print copies & soft copy)	Within 03 weeks after signing the contract.											
2	Submission of Mid-term Report (consist of reports of different components after completion of data gathering, entry of data in computer, consisting checking and preparation initial draft) (03 print copies & soft copy). Present the findings of the study in a seminar organized for the stakeholders.	Within 04 months after signing of the agreement.											
3	Submission of Draft Final Report-consisting of reports all the deliverables (three print copies & soft copy). Present the findings and recommendations of the project in a	Within 07 months after signing of the agreement.											



		seminar to be organized for the stakeholders.	
	4	Submission of Final Report-consisting of reports all the deliverables (Five print copies & soft copies)	At the end of the project.
Person to Supervise the Work/Performance of the Service Provider	<i>Selected firm will report and work under the overall supervision of the Project Coordinator, National capacity development for implementing Rio Conventions through environmental governance (Rio) Project.</i>		
Frequency of Reporting	<i>As per Requirement of Contract Administrator/ As per ToR</i>		
Progress Reporting Requirements	<p>The selected Firm will produce the following outputs:</p> <ul style="list-style-type: none"> • Inception report • Mid-term report • A lesson learned report for integrating the sector development plan (Environment) of Rio Conventions in Hakaluki haor, Bangladesh • Presentations on inception, mid-term, lesson learned and final reports • Final report for integrating the sector development plan (Environment) of Rio Conventions in Hakaluki haor, Bangladesh 		
Location of work	<input checked="" type="checkbox"/> Exact Address/es As indicated in the ToR		
Expected duration of work	Total duration of the project is 08 months effective from the date of signing the contract.		
Target start date	1st week of September 2018		
Latest completion date	End of April 2019		
Travels Expected	<input checked="" type="checkbox"/> As indicated in the Terms of Reference		
Special Security Requirements	<input checked="" type="checkbox"/> Not Applicable		
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> Others/ As per Terms of Reference		
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required		

Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required														
Currency of Proposal	<input checked="" type="checkbox"/> Local Currency (BDT)														
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes														
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.														
Partial Quotes	<input checked="" type="checkbox"/> Not permitted														
Payment Terms	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Percentage</th> <th>Timing</th> <th>Condition for Payment Release</th> </tr> </thead> <tbody> <tr> <td>After Submission of Inception Report</td> <td>20 %</td> <td>Within 03 weeks after signing the contract.</td> <td rowspan="3">After successfully completion of deliverables a) UNDP's written acceptance and certified by the contract administrator for the quality of the outputs; and b) Receipt of invoice from the Service Provider.</td> </tr> <tr> <td>After Submission of Mid-term Report</td> <td>50 %</td> <td>Within 04 months after signing of the agreement.</td> </tr> <tr> <td>After Submission of Final Report</td> <td>30 %</td> <td>At the end of the project.</td> </tr> </tbody> </table>	Outputs	Percentage	Timing	Condition for Payment Release	After Submission of Inception Report	20 %	Within 03 weeks after signing the contract.	After successfully completion of deliverables a) UNDP's written acceptance and certified by the contract administrator for the quality of the outputs; and b) Receipt of invoice from the Service Provider.	After Submission of Mid-term Report	50 %	Within 04 months after signing of the agreement.	After Submission of Final Report	30 %	At the end of the project.
Outputs	Percentage	Timing	Condition for Payment Release												
After Submission of Inception Report	20 %	Within 03 weeks after signing the contract.	After successfully completion of deliverables a) UNDP's written acceptance and certified by the contract administrator for the quality of the outputs; and b) Receipt of invoice from the Service Provider.												
After Submission of Mid-term Report	50 %	Within 04 months after signing of the agreement.													
After Submission of Final Report	30 %	At the end of the project.													
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Programme Specialist (Environmental Sustainability and Energy) of Climate Change, Environment and Resilience (CCER) cluster of UNDP Bangladesh														
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services.														
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.														

Criteria for the Assessment of Proposal

Minimum eligibility criteria mentioned below:

The firm will be invited to submit a detailed proposal of contents of the following guidelines and methodology of presentation along with CVs of consultants under the firm.

Minimum Eligibility Criteria for firm

- Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured
- Business Licenses – Registration Papers, Tax Payment Certification, etc.
- Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.; (Last two fiscal years)
- Minimum 05 years working experience of the firm in carrying out socio-economic surveys and impact studies (Certification of work completion certificate and work order/ Purchase order must submit for the evidence of vendors qualifications).
- Successful completion of at least two (2) similar assignments in the last 5 years with the evidence of Job Completion Certificate/ Work Order/ Purchase Order from competent authority.
- Statement of Satisfactory Performance/work completion certificate from the Top 2 Clients in the past 3 years.
- Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

Demonstrated Organizational Capability:

- a) Documental evidence of the organization-Brochures, web address, organogram, core professional staffs, supporting field staffs, supporting office staffs etc.
- b) Logistic capability- office space, computers, transports, study equipment- GPS, camera etc.
- c) Financial stability (annual turnover of last year and the best performing year during last five years. Supported by Audited reports.)
- d) Intellectual capability (list of 5 socio-economic survey projects completed in the recent past arranged in order of ranking (best project first, better second, good third and so on). Please submit documentary proof.



- Capability to mobilize necessary professional experts, supporting staffs, logistic supports, financial resources to carry out the proposed study during schedule time. Applicant should demonstrate its logistical capability (well-equipped office space at Dhaka with necessary facilities).

Note: Entities/firms/organizations that do not meet the above eligibility criteria shall not be considered for further evaluation. Necessary documentation must be submitted to substantiate the above eligibility criteria. UNDP reserves all rights to accept or reject any proposal/bid from any firm/organization without assigning any reason whatsoever.

Following three categories of human resources may be required for accomplishing the proposed assignment:

01. Project Manager (Environmental Governance)/ Team Leader:

02. Programme Assistant (Admin & Finance):

03. Programme Organizer (Hoar management):

Minimum Eligibility Criteria for Key Personnel:

Required Academic qualification and Experience:

01. Project Manager (Environmental Governance)/ Team Leader:

- S/he should have minimum master's degree in Environmental Science, Geography and Environment, Natural Resource Management (NRM) or any other relevant discipline
- Minimum 5 (five) years working experience in a mid-level managerial position in initiatives on NRM, diversified livelihoods, Alternative Income Generation (AIG) with ECA community, natural resource conservation awareness and capacity building programmes in hoar territory of Bangladesh

Additional Capacity:

- The Project Manager (PM) will be the key to plan, implement and monitor field activities and submit progress and financial report to the project authority in time.
- Must have good physical condition in order to visit project area as per need. CV of PM has to be submitted with the proposal.

02. Programme Assistant (Admin & Finance)

Required Academic Qualification and Experience:

- S/he should be Minimum Graduation in the area of Business administration, Accounting, Finance, or Any other relevant discipline.
- Minimum 03 (Three) years of working experience in similar position in reputed organization/ GoB institute.

Additional Capacity:

- S/he will be responsible to keep all records and vouchers related to the firm assignment and prepare financial reports as per government and UNDP requirements. Apart from finance management the Programme Assistant (PA) will serve the office management and administrative duties as per the organizations requirements.
- S/he will maintain overall liaison with Project Management Unit, Dhaka, regarding reporting and project progress.
- The PA should have good computer skill especially MS Word, Excel.

03. Programme Organizer (Hoar management)

Required Academic Qualification and Experience:

- S/he should be Minimum Graduation in the area of Business Administration, Accounting, Finance, or Any other relevant discipline.
- S/he will have at least 02 (Two) years of direct experience in working with rural communities and local governments preferably in the haor catchment area. (Experience certificate/ Job Appointment letter should be attached)

Additional Capacity:

- S/he will maintain day-to-day communication with the target community people, assist organizing group, committee formation, and capacity building activities in the field, organize and conduct training, workshop/meeting etc. in the field (as designed), in order to run the project in accordance with the operation manual and other rules and regulations by the project authority.
- The Programme Organizer (PO) will also ensure quality of all field activities.
- The Programme Organizer should be young, energetic and be willing to make extensive field visits and should have graduation degree on environmental science or relevant discipline.



Note: Necessary documentation must be submitted to substantiate the above eligibility criteria.

Consultancy firms that do not meet the above eligibility criteria shall not be considered for further evaluation.

The firm must provide CVs of all proposed personnel for the assignment, stating name, highest academic qualification, professional certification, length of experience, role/function and other related information.

Technical Proposal (70%)

- Expertise of the Firm [indicate percentage]
- Methodology, its Appropriateness to the Condition and Timeliness of the Implementation Plan [indicate percentage]
- Management Structure and Qualification of Key Personnel [indicate percentage]

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1	Expertise of Firm / Organization	20%	200
2	Proposed Methodology, Approach and Implementation Plan	40%	400
3	Management Structure and Key Personnel	40%	400
Total			1000

Criteria	Weight	Max. Points
Technical		
1. Overall experience and Expertise of the organization/Firm (Form1)	70%	200
Organization Reputation and staff credibility and Years of Establishment as a firm-		50
Relevant Experience on Similar Program / Projects		50
Experience on ECA/ Hoar management, environmental governance, biodiversity conservation, livelihoods programmes.		50
Experience on working with UN organization/ World Bank/ Other International agencies		50
2. Methodology proposed in the technical proposal (Form 2)		400
Understanding of the deliverables related to the Terms of Reference		130
Appropriateness and relevance of tools and methodology		90
Risk Management & Overall flexibility		80
Proposed work plan and timeline relevant to the assignment as per the Terms of Reference		100

3. Management Structure and Expertise of Key personnel (Form3)	400
Relevant experience of Project Manager	200
Relevant experience of Programme Assistant (Admin & Finance)	100
Relevant experience of Programme Organizer (Hoar management)	100

Financial Proposal (30%)

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The contract will be awarded to the bidder offering the 'best value for money'. The contract will be awarded to the Contractor based on the cumulative method. The formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

$$TP \text{ Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$$

Rating the Financial Proposal (FP):

$$FP \text{ Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$$

Total Combined Score:

$$(\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%})$$

=Total Combined and Final Rating of the Proposal

The proposal obtaining the overall highest score after adding the score of the technical proposal and the financial proposal is the proposal that offers best value for money

In response to the RFP, the firm will have to submit a technical proposal as per the terms of reference and a Financial Proposals separately (Password protected). The selection committee will first evaluate the technical proposal of the institution/firms. Any institutions/firm getting more than 70% of the maximum achievable points (i.e. 49 points) in the technical proposal will considered for financial appraisal, and ultimately therefore, for contracting. The financial proposal will be evaluated based on lowest price. The scoring points for both the evaluations will be 100; the technical evaluation will be based on 70 points and the rest 30 points are to be allocated to bidder proposing lowest price. A cumulative analysis weighted-scoring method will be applied to evaluate the firm. The award of the contract will be made to the tenderer whose offer has been evaluated and determined as:

- (a) Responsive/compliant/acceptable with referent to this TOR, and;
- (b) Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to this solicitation, with the ratio set at 70:30 respectively.

UNDP will award the contract to:

One and only one Service Provider

Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <input checked="" type="checkbox"/> Detailed TOR (Annex 4) <input checked="" type="checkbox"/> Others Written Self-Declaration (Annex 5) <input checked="" type="checkbox"/> Professional Contract Template (Annex 6)
Contact Person for Inquiries (Written inquiries only)	bd.procurement@undp.org <i>Please mention the following in the subject while sending any query to UNDP regarding this RFP on or before 16th August 2018.</i> <i>"Queries on RFP-BD-2018-016"</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.
Last date of Proposals Submission	Sunday, August 26, 2018 Date and Time: 04:30 PM (Local Time) Date and Time: As specified in the system (note that time zone indicated in the system is New York Time zone). PLEASE NOTE: - 1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system. 2. Submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist. Online bidding in Etendering module. <input checked="" type="checkbox"/> Electronic submission of Bid Online submission in e-tendering module: https://etendering.partneragencies.org Please visit the following link for YouTube video link for Registration and Bid participation in e-tendering systems. Registration: https://www.youtube.com/watch?v=Trv1FX6reu8&feature=youtu.be Bid submission video: https://www.youtube.com/watch?v=cy34AXsYMrC&feature=youtu.be



Other Information Pre-Proposal Meeting	<p>Pre-Proposal Meeting: Time: 11.00 AM Date: 8/16/2018 Venue: Meeting Room, 18th Floor, UNDP Bangladesh, IDB Bhavan, Agargoan, Dhaka</p> <p>The UNDP focal point for the arrangement is: Md. Najmul Haider, Procurement Cluster, UNDP Bangladesh Address: 18th Floor, IDB Bhavan, Agargoan, Dhaka Telephone: _____ Facsimile: _____ E-mail: bd.procurement@undp.org</p> <p>N.B: The prospective bidders should carry Passport/ NID (with photographs) or any photo ID to access the IDB premise and cater for their own transport.</p>
--	---



FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹)

[insert: Location]

[insert: Date]

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

Dear Sir/Madam:

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

A. Qualifications of the Service Provider


The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following :

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

B. Proposed Methodology for the Completion of Services

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

¹ *Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes*



C. Qualifications of Key Personnel

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

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

D. Cost Breakdown per Deliverable*

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3		
	Total	100%	

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

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

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

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

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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



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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

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

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

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

8.4.1 Name UNDP as additional insured;

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

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

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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



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

- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

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

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

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

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

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

for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

- 13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
- 13.2.2.2 any entity over which the Party exercises effective managerial control; or,
- 13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

- 13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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



15.0 TERMINATION

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

16.0 SETTLEMENT OF DISPUTES

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

17.0 PRIVILEGES AND IMMUNITIES:



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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:



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

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

23.0 AUTHORITY TO MODIFY:

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

A handwritten signature in black ink, consisting of a stylized, cursive script that is difficult to decipher but appears to be a personal name or initials.

Annex 4

TERMS OF REFERENCE

HIRING A FIRM FOR INTEGRATING THE SECTOR DEVELOPMENT PLAN OF RIO CONVENTIONS IN HAKALUKI HAOR, BANGLADESH; UNDER THE NATIONAL CAPACITY DEVELOPMENT FOR IMPLEMENTING RIO CONVENTIONS THROUGH ENVIRONMENTAL GOVERNANCE (RIO PROJECT)

A. Background/Context:

Hakaluki Haor, one of the largest freshwater wetlands of Bangladesh and larger marsh wetland resources of Asia, is situated in the eastern part of Bangladesh adjacent to the Assam-Bangladesh border covering two districts (Moulvibazar and Sylhet) and five upazillas (Kulaura, Juri and Baralekha). Lies between latitude 24°35'N to 24°45'N and longitude 92°00'E to 92°08'E, the surface area of the haor covers approximately 18,030 hectares in dry season and 39,322 hectares in rainy season connecting 238 small, medium and large beels and hosting 200,000 people, 558 species of animal and birds, 417 species of aves and more than 100 fish species including some very rare –declared as threatened, vulnerable, endangered and critically endangered species. On ground of such threats and rapid degradation of the resources and in recognition of the urgent need to protect the unique ecology and biodiversity of the haor, Government of Bangladesh has declared Hakaluki Haor as an 'Ecologically Critical Area' (ECA) under the provision of the Bangladesh Environment Conservation Act in 1999.

Numbers of researches and projects have been implemented with both public and private support for protecting the endangered and threatened biological diversity of the haor, betterment of the livelihoods, thus, to establish the collaborative management of the haor. Lacks in good governance, weak management structure, passivity of local administration unit is still retarding the sustainable ambience between the community and haor which are results of the previous interventions. There is an extended area of improvement identified through a feasibility study in the Hakaluki Haor to strengthen the sustainable international – national – local interface through environmental governance focusing on key issues of biodiversity, climate change and land degradation.

In this backdrop, UNDP Bangladesh in partnership with Bangladesh government and with support from GEF is taking up the 'Integrating the Sector Development Plan of the Rio Conventions in Hakaluki Haor' project to pilot the implementation activities identified in the sector development plan for integrating the Rio Conventions in Bangladesh. The immediate objective of the project is to enhance the productivity of the forest and to strengthen awareness and skills of the community for effectively managing biophysical and aquatic diversity taking into account the need for sustaining livelihoods and adjusting the retrogressive factors e.g. climate change and land degradation.

B. Objectives:

The core objective of the assignment is pilot the implementation activities identified in the sector development plan for integrating the Rio Conventions in Bangladesh which aims to enhance the productivity of the forest and to strengthen awareness and skills of the community for effectively managing biophysical and aquatic diversity of the Hakuluki Hoar.

To perform effectively, a Firm will be hired to support the piloting activities to:



- Engage the community through improved life-skills practices which will be in line with the sector development plan of the Rio Conventions.
- Support to the existing participatory management e.g. Village Conservation Forum (VCF) by enhancing the productivity of land, protection of environment, development of eco-tourism, advanced skills building.
- Strengthen perception and behaviors of the VGF toward the Rio Conventions and the obligations of United Nations Convention on Biological Diversity (UNCBD), United Nations Framework Convention on Climate Change (UNFCCC) and United Nations Convention to Combat Desertification (UNCCD) applicable for the haor areas.
- Make efficient communication with the central and local government by strengthening their skills on the Rio Conventions and providing active assistance in day-to-day implementations
- Make certain the visible outcomes of the implementation activities identified in the sector development plan at local level within the time bound.

Therefore, the 'National Capacity Development for Implementing Rio Conventions through Environmental Governance (Rio)' project is seeking to hire a national NGO for integrating the sector development plan of the Rio Conventions in Bangladesh as a piloting component in the selected ECA of Hakaluki Haor.

C. Scope of Work

To run the piloting of the implementation activities identified in the sector development plan for mainstreaming the obligations of the Rio Conventions in the selected ECA at Hakaluki Haor, the selected firm will communicate with the local government offices, VCF and local communities, organize consultation meetings and workshops to find out the existing practices for utilizing the biological resources, combating natural calamities, use of provided information, current knowledge on Rio Conventions, livelihood improvement and innovation practices etc so that the capacity building or awareness training can be designed and developed properly. The selected firm will also facilitate to improvise the international – national – local interface between central and local Government, other on-going interventions and selected beneficiaries for the long-lasting impacts of the piloting. In view of the above, the scope of work for this assignment will primarily include the following:

Component 1: Plantation in the degraded and unused land for better environmental protection

Activities:

1.1 Conducting a baseline study

(The baseline should indicate the status of the degraded and unused land of the piloting area.)

1.2 Facilitating to establish a nursery

(The nursery will be established within an area of approximately 20 decimals; will be nurtured 15-20 tree species and grown approximately 5,000 saplings of different plant species.)

1.3 Training for nursery operator

(A training for 35 selected members of Village Conservation Group (VCG) for 03 days)

1.4 Plantation along the degraded and unused land involving community



(Selection of plantation site(s) for 2,000 saplings of selected plants)

1.5 Community involvement in nursery establishment and management

(At least 02 meetings with the community for nursery establishment, formation of a nursery management/ maintenance unit, at least 01 monthly meeting for nursery management/ maintenance during piloting period)

Component 2: Promote livelihoods development

Activities:

2.1 Conducting a baseline study

(The baseline should indicate the status of livelihood development of the piloting area)

2.2 Supporting the small-scale enterprises through solar panel

(At least 05 small-scale enterprises will be provided the solar panels with power support for two lights and one ceiling fan)

2.3 Cattle, sheep and chicken rearing for livelihoods development

(At least 08 improved breed (Frizian) cows, 50 sheep and 800 chickens will be provided to the selected VCG members. The shades will be provided by VCG.)

2.4 Compost fertilizer production and use for vegetable gardening

(At least 20 feet x 20 feet composting tank)

2.5 Community involvement in production of compost fertilizer

(50 households)

Component 3: Protection of soil erosion and land degradation

Activities:

3.1 Conducting a baseline study

(The baseline should indicate the existing interventions for protecting the soil erosion and land degradation in the piloting area)

3.2 Selection of plant species and plantation sites through community consultations

(Selection of plantation site(s) for 2,000 saplings of Hijol and Koroch)

3.3 Plantation on gentle slope of the hillocks

(Selection of plantation site(s) for 1,000 saplings of different plant species)

3.4 Demonstration of hillslope farming practices

(an estimated hillslope area of 03 acres for demonstration plot)

Component 4: Promote ecotourism

Activities:

4.1 Conducting a Feasibility analysis for ecotourism development

(The feasibility analysis should indicate the status and prospect for ecotourism in the piloting area)

4.2 Capacity building for managing ecotourism activities

(02 day-long trainings for 35 VCG members)

Component 5: Capacity building for managing ecosystem, community-based adaptation and land degradation

Activities:

5.1 Community awareness activities for managing ecosystem, community-based adaptation and land degradation

(05 half-day awareness workshops for 50 participants will be organized)

5.2 Trainings for the community leaders and local government

(02 day-long trainings for 20 participants will be organized)

5.3 Dissemination of IEC materials for managing ecosystem, community-based adaptation and land degradation

(03 separate booklets and 06 separate posters on managing ecosystem, community-based adaptation and land degradation 1000 each will be prepared and disseminated)

E. Reporting

Selected firm will report and work under the overall supervision of the Project Coordinator, National capacity development for implementing Rio Conventions through environmental governance (Rio) Project.

F. Activity Timeline Duration

Total duration of the project is 08 months effective from the date of signing the contract.

Sl No	Activity/ Deliverables	Timeline
1	Submission of Inception Report (two print copies & soft copy)	Within 03 weeks after signing the contract.
2	Submission of Mid-term Report (consist of reports of different components after completion of data gathering, entry of data in computer, consisting checking and preparation initial draft) (03 print copies & soft copy). Present the findings of the study in a seminar organized for the stakeholders.	Within 04 months after signing of the agreement.



3	Submission of Draft Final Report-consisting of reports all the deliverables (three print copies & soft copy). Present the findings and recommendations of the project in a seminar to be organized for the stakeholders.	Within 07 months after signing of the agreement.
4	Submission of Final Report-consisting of reports all the deliverables (Five print copies & soft copies)	At the end of the project.

G. Final Products/Services/Deliverable

The selected Firm will produce the following outputs:

- Inception report
- Mid-term report
- A lesson learned report for integrating the sector development plan (Environment) of Rio Conventions in Hakaluki haor, Bangladesh
- Presentations on inception, mid-term, lesson learned and final reports
- Final report for integrating the sector development plan (Environment) of Rio Conventions in Hakaluki haor, Bangladesh

H. Schedule of Payment

Activity/ Deliverables	Percent Payment/ Milestone Payment
After Submission of Inception Report	20%
After Submission of Mid-term Report	50%
After Submission of Final Report	30%

I. Recommended Presentation of Proposal

Interested firms/entities must submit the following detailed proposal made up of documentation to demonstrate the qualifications of the prospective firm, to enable appraisal of competing bids. This should include Technical and Financial proposals details of which are listed below.

1. Technical Proposal

- I. Firm information- name of the firm and details of registration address and the 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), if applicable;
- II. Experience- at least 5 years' experience on environmental governance programmes particularly in biodiversity conservation, climate change adaptation & mitigation and preferably reducing land degradation. Previous experiences on ECA/ Hoar management, livelihood support programmes, AIGs, support to natural resource management, involved with capacity building programmes on natural resource conservation, conducting trainings/workshops at national and

district level, disaster management, CBO strengthening, accounts keeping, various aspects of natural resource management, working at grass root level of the haor area will be advantage.

- III. Reference- training/ workshop module, training reports, success stories on environmental governance activities at the haor area or similar activities must be submitted as proof.
- IV. Process- the technical proposal needs to contain the description of conceptual understanding of the assignment and cognitive approach of the process the contractor intends to follow to complete the tasks including a detail work plan and time schedule for completion/ delivery of the final product which, after selection of the contractor will be agreed upon by the project.
- V. Human Resources- the technical proposal need to contain a list and CV of the proposed human resources (technical/managerial) which will be utilized for the tasks including their respective qualifications and relevant experience/exposure and required expertise/skill to complete the tasks. Human Resources should also include supporting to be engaged in capturing the lessons learned and preparation of the reports.

- VI. Tools and Methodologies- the technical proposal must detail tools and methodology that will be used to carry out the assignment. The presented reports/ findings must be evidenced by the field activities prepared utilizing GIS, photographic records and other computer aid tools.

2. Financial Proposal

The financial proposal shall specify a total delivery amount (in BDT) including all fees and associated field implementations, transport, publications, organizing three seminars (inception, presentation of draft final and final report) for the stakeholders, overhead etc.

J. Evaluation

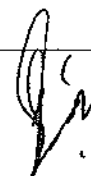
In response to the RFP, the firm will have to submit a technical proposal as per the terms of reference and a Financial Proposals separately. The selection committee will first evaluate the technical proposal of the institution/firms. Any institutions/firm getting more than 70% of the maximum achievable points (i.e. 49 points) in the technical proposal will considered for financial appraisal, and ultimately therefore, for contracting. The financial proposal will be evaluated based on lowest price. The scoring points for both the evaluations will be 100; the technical evaluation will be based on 70 points and the rest 30 points are to be allocated to bidder proposing lowest price. A cumulative analysis weighted-scoring method will be applied to evaluate the firm. The award of the contract will be made to the tenderer whose offer has been evaluated and determined as:

- (a) Responsive/compliant/acceptable with referent to this TOR, and;
- (b) Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to this solicitation, with the ratio set at 70:30 respectively.

K. Qualification of Successful Contractor

The firm will be invited to submit a detailed proposal of contents of the following guidelines and methodology of presentation along with CVs of consultants under the firm.

Minimum Eligibility Criteria for firm



- Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured
- Business Licenses – Registration Papers, Tax Payment Certification, etc.
- Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.; **(Last two fiscal years)**
- Minimum **05** years working experience of the firm in carrying out socio-economic surveys and **impact** studies (Certification of work completion certificate and work order/ Purchase order must submit for the evidence of vendors qualifications).
- Successful completion of at least two (2) similar assignments in the last 5 years with the evidence of Job Completion Certificate/ Work Order/ Purchase Order from competent authority.
- Statement of Satisfactory Performance/work completion certificate from the Top 2 Clients in the past 3 years.
- Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.
- **Demonstrated Organizational Capability:**
 - a) Documental evidence of the organization-Brochures, web address, organogram, core professional staffs, supporting field staffs, supporting office staffs etc.
 - b) Logistic capability- office space, computers, transports, study equipment- GPS, camera etc.
 - c) Financial stability (annual turnover of last year and the best performing year during last five years. Supported by Audited reports.)
 - d) Intellectual capability (list of 5 socio-economic survey projects completed in the recent past arranged in order of ranking (best project first, better second, good third and so on). Please submit documentary proof.
- Capability to mobilize necessary professional experts, supporting staffs, logistic supports, financial resources to carry out the proposed study during schedule time. Applicant should demonstrate its logistical capability (well-equipped office space at Dhaka with necessary facilities).

L. Team Composition and Qualifications

All the team members are expected to be Bangladeshi nationals. International team members are also welcome. CVs of the Team leader and key expert members containing their experiences on relevant issues must be submitted with detailed proposal. Beside that the evaluation team is expected to fulfil the following qualifications.

Minimum Eligibility Criteria for Key Personnel:

01. Project Manager (Environmental Governance)/ Team Leader:

Required Academic qualification and Experience:

- S/he should have minimum master's degree in Environmental Science, Geography and Environment, Natural Resource Management (NRM) or any other relevant discipline



- Minimum 5 (five) years working experience in a mid-level managerial position in initiatives on NRM, diversified livelihoods, Alternative Income Generation (AIG) with ECA community, natural resource conservation awareness and capacity building programmes in hoar territory of Bangladesh

Additional Capacity:

- The Project Manager (PM) will be the key to plan, implement and monitor field activities and submit progress and financial report to the project authority in time.
- Must have good physical condition in order to visit project area as per need. CV of PM has to be submitted with the proposal.

Apart from the Project Manager, the firm will mobilize 01 Programme Assistant (Admin & Finance) and 01 Programme Organizer (Hoar management).

02. Programme Assistant (Admin & Finance)

Required Academic Qualification and Experience:

- S/he should be Minimum Graduation in the area of Business administration, Accounting, Finance, or Any other relevant discipline.
- Minimum 03 (Three) years of working experience in similar position in reputed organization/ GoB institute.

Additional Capacity:

- S/he will be responsible to keep all records and vouchers related to the firm assignment and prepare financial reports as per government and UNDP requirements. Apart from finance management the Programme Assistant (PA) will serve the office management and administrative duties as per the organizations requirements. .
- S/he will maintain overall liaison with Project Management Unit, Dhaka, regarding reporting and project progress.
- The PA should have good computer skill especially MS Word, Excel.

03. Programme Organizer (Hoar management)

Required Academic Qualification and Experience:

- S/he should be Minimum Graduation in the area of Business Administration, Accounting, Finance, or Any other relevant discipline.
- S/he will have at least 02 (Two) years of direct experience in working with rural communities and local governments preferably in the hoar catchment area. (Experience certificate/ Job Appointment letter should be attached)
- **Additional Capacity:** S/he will maintain day-to-day communication with the target community people, assist organizing group, committee formation, and capacity building activities in the field, organize and conduct training, workshop/meeting etc. in the field (as designed), in order to run the project in accordance with the operation manual and other rules and regulations by the

project authority.

- The Programme Organizer (PO) will also ensure quality of all field activities.
- The Programme Organizer should be young, energetic and be willing to make extensive field visits and should have graduation degree on environmental science or relevant discipline.

M. Institutional Arrangement

Selected firm/organization will report and work under the overall supervision of the Project Coordinator, national capacity development for implementing Rio Conventions through environmental governance (Rio) Project and will work closely with the Project Management Unit.

N. Duration of the Work and Duty Station

The duration of the assignment will be maximum 08 months, expected beginning in September 2018 and finishing by the end of April 2019.

Primary duty station will be in the selected upazila of Hakaluki Haor. The duty station will be established and maintained by the selected NGO/ Firm. Selected NGO/ Firm will also need to participate in number of meetings in the project office at the Department of Environment, Dhaka.

Impact of Results of the Assignment:

Impacts through the piloting of integrating the sector development plan for mainstreaming the obligations of the Rio Conventions in the Hakaluki Haor expects to achieve the following. The successful NGO will be monitoring, achieving the targets and put up their best efforts sustaining the results even after the project period.

- Public officials and associated communities have gained knowledge of the Rio Conventions: UNCBD, UNFCCC and UNCCD.
- Communities started using provided information and practices to adaptation, mitigation and innovative management of haor resources.
- Productivity of the targeted lands have been increased.
- Active local governance and management effectiveness is apparent in the project area.
- Number of community people started involving into alternative income generating options e.g. working in nursery, ecotourism, etc.

Basis of technical Evaluation

(See Tables below)

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1	Expertise of Firm / Organization	20%	200
2	Proposed Methodology, Approach and Implementation Plan	40%	400
3	Management Structure and Key Personnel	40%	400
Total			1000



Criteria	Weight	Max. Points
Technical		
1. Overall experience and Expertise of the organization/Firm (Form1)		200
Organization Reputation and staff credibility and Years of Establishment as a firm-		50
Relevant Experience on Similar Program / Projects		50
Experience on ECA/ Hoar management, environmental governance, biodiversity conservation, livelihoods programmes.		50
Experience on working with UN organization/ World Bank/ Other International agencies		50
2. Methodology proposed in the technical proposal (Form 2)	70%	400
Understanding of the deliverables related to the Terms of Reference		130
Appropriateness and relevance of tools and methodology		90
Risk Management & Overall flexibility		80
Proposed work plan and timeline relevant to the assignment as per the Terms of Reference		100
3. Management Structure and Expertise of Key personnel (Form3)		400
Relevant experience of Project Manager		200
Relevant experience of Programme Assistant (Admin & Finance)		100
Relevant experience of Programme Organizer (Hoar management)		100

O. Payment Schedule:

1st Tranche: 20% of the total contract value will be paid after submission of an Inception Report (3 printed copies) within 03 weeks after the signing of agreement.

2nd Tranche: 50% of the total contract value will be paid after submission of Mid-Term Report (3 printed copies) within 04 months after the signing of agreement. Present the findings and recommendations of the project in a seminar to be organized for the stakeholders.

Final Tranche: 30% of the total contract value will be paid after Submission of Final Report-consisting of reports all the deliverables (Five print copies & soft copies).

Declaration

Date:

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

Assignment: Hiring a firm for integrating the sector development plan of Rio conventions in hakaluki Haor, Bangladesh; under the national capacity development for implementing rio conventions through environmental governance (Rio project).

Reference: RFP-BD-2018-016

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,



Professional Contract Face Sheet

United Nations Development Programme

Empowered lives
Resilient nations

Contract for Goods and/or Services
Between the United Nations Development Programme and [insert name of the Contractor]

1. Country Where Goods Will be Delivered and/or Services Will be Provided:	
2. UNDP <input type="checkbox"/> Request for Quotation <input type="checkbox"/> Request for Proposal <input type="checkbox"/> Invitation to Bid <input type="checkbox"/> direct contracting Number and Date:	
3. Contract Reference (e.g. Contract Award Number):	
4. Long Term Agreement: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> [indicate as appropriate]	
5. Subject Matter of the Contract: <input type="checkbox"/> goods <input type="checkbox"/> services <input type="checkbox"/> goods <i>and</i> services	
6. Type of Services:	
7. Contract Starting Date:	8. Contract Ending Date:
9. Total Contract Amount: [insert currency and amount in figures and words]	
9a. Advance Payment: [insert currency and amount in figures and words or indicate "not applicable"]	
10. Total Value of Goods and/or Services: <input type="checkbox"/> below US\$50,000 (Services only) – UNDP General Terms and Conditions for Institutional (de minimis) Contracts apply <input type="checkbox"/> below US\$50,000 (Goods or Goods and Services) – UNDP General Terms and Conditions for Contracts apply <input type="checkbox"/> equal to or above US\$50,000 (Goods and/or Services) – UNDP General Terms and Conditions for Contracts apply	
11. Payment Method: <input type="checkbox"/> fixed price <input type="checkbox"/> cost reimbursement	
12. Contractor's Name: Address: Country of incorporation: Website:	
13. Contractor's Contact Person's Name: Title: Address:	

Telephone number:

Fax:

Email:

14. UNDP Contact Person's Name:

Title:

Address:

Telephone number:

Fax:

Email:

15. Contractor's Bank Account to which payments will be transferred:

Beneficiary:

Account name:

Account number:

Bank name:

Bank address:

Bank SWIFT Code:

Bank Code:

Routing instructions for payments:

This Contract consists of the following documents, which in case of conflict shall take precedence over one another in the following order:

1. This face sheet ("Face Sheet").
2. UNDP Special Conditions [delete if not applicable].
3. [UNDP General Terms and Conditions for Contracts] [UNDP General Terms and Conditions for Institutional (de minimis) Contracts] [delete if not applicable and remove square brackets].
4. Terms of Reference (TORs) and Schedule of Payments, incorporating the description of services, deliverables and performance targets, time frames, schedule of payments, and total contract amount [delete if not applicable].
5. Technical Specifications for Goods [delete if not applicable].
6. The Contractor's Technical Proposal and Financial Proposal, dated [insert date], as clarified by the agreed minutes of the negotiations meeting, dated [insert date]; these documents not attached hereto but known to and in the possession of the Parties, and forming an integral part of this Contract.
7. Discount Prices [to be used in cases where the Contractor is engaged on the basis of an LTA; delete if not applicable].

All the above, hereby incorporated by reference, shall form the entire agreement between the Parties (the "Contract"), superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.



This Contract shall enter into force on the date of the last signature of the Face Sheet by the duly authorized representatives of the Parties, and terminate on the Contract Ending Date indicated on the Face Sheet. This Contract may be amended only by written agreement between the duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this Contract at the place and on the day set forth below.

For the Contractor		For UNDP	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	