

REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM

DATE: August 6, 2014

REFERENCE: RFP-BD-2014-044

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Study on Climate and Disaster Vulnerability Index (CDVI)**.

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

Proposals may be submitted on or before **3.00 PM (Bangladesh local time) on 26 August 2014 (Tuesday)** and to the address below:

Registry, UNDP Bangladesh 12th floor,IDB Bhaban, Agargaon, Sher-E-Bangla Nagar, Dhaka-1207, Bangladesh

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

The bidders must submit the Technical and Financial proposal in two separate sealed envelopes clearly marked on the envelope either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL" and the 2(two) envelopes shall then be sealed in an outer envelope bearing RFP Reference, Subject, the address of UNDP, Proposer's name and address. It must be taken care that the Technical proposal must not mention any information related to financial proposal; otherwise the submission will be rejected. In addition to the hard copy of technical proposal, bidder is requested to submit the softcopy of the technical proposal only in .pdf format in a Compact Disc (CD), and kindly ensure that the file is free from any virus or corrupted files.

A pre-proposal conference will be held to share details and background of the study on **14 August 2014 (Thursday)** at **11.00 AM** at UNDP Bangladesh Country Office, 12th Floor, IDB Bhaban, Agargaon, Dhaka-1207, Bangladesh.

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

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

RFP-BD-2014-044 Page 1 of 32

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

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

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

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

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Procurement Analyst 8/6/2014

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RFP-BD-2014-044 Page 2 of 32

Description of Requirements

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| Context of the Requirement | Please see the detailed ToR attached hereto as Annex 5 |
| Implementing Partner of UNDP | Ministry of Disaster Management and Relief – MoDMR, Ministry of Planning-MoP, Ministry of Environment and Forest – MOEF/Climate Cell, Bangladesh Bureau of Statistics – BBS, Comprehensive Disaster Management Programme – CDMP, Early Recovery Facility – ERF and CCED Cluster. The consulting firm/organization will also work in close consultation with UNDAF M&E Focal Points, and other UN Agencies which are contributing to UNDAF Pillar Five (UNICEF, FAO, WFP, ILO, UNFPA, UNEP, UNSECO, IOM, UNHCR and UNIDO). |
| Brief Description of the Required Services ¹ | The overall objective(s) of the assignment is to finalize a clear and meaningful Climate and natural-Disaster Vulnerability Index (CDVI) in participatory manner, and collect baseline data for the vulnerability index through a representative sample HH survey of the vulnerable districts across Bangladesh – covering major climate and natural disaster related hazards including cyclones, floods, drought, landslides, waterlogging, flashfloods, clod weaves, salinity, storm surge among others - in order to measure progress towards resilience of vulnerable population, from climate change and natural disaster, living across Bangladesh. |
| | The vulnerability index will also help to monitor the outcome level results of pillar 5 (outcome 5.1) in United Nations Development Framework (UNDAF) Bangladesh 2012-2016 which is articulated as "by 2016, populations vulnerable to climate change and natural disaster have become more resilient to adapt with the risk." |
| | For more details please see the detailed ToR attached hereto as Annex 5 |
| List and Description of Expected Outputs to be Delivered | The expected key outputs from the assignment are: Finalization (reviewing and strengthening existing preliminary report on CDVI) of a clear and meaningful CDVI in participatory manner along with sound methodology and rationale to measure progress towards resilience of vulnerable population from climate change and natural disaster. The vulnerability index is expected to be designed in similar form of Multi-Dimensional Poverty Index, Human Development Index, or others widely recognized indices used in development sector. Validation workshop on the vulnerability index involving relevant the government agencies and key stakeholders, and finalization of the index after incorporating feedback/inputs received from the workshop. Design and implementation of a HH survey to establish baseline for |

 $^{^{1}}$ A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

RFP-BD-2014-044 Page **3** of **32**

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| values at national, and each district and upazila level using statistical modeling of the HH Survey data, and categorize the all districts and upazilas into highly vulnerable, medium-vulnerable and low vulnerable using their CDVI baseline values along with GIS based CDVI mapping. Sound methodology, ICT based MIS along with tools and plan for periodic monitoring of the CDVI at national, district and upazila levels for future operationalization. Dissemination workshop to share the methodology and findings of the study to institutionalize the CDVI. High quality published CDVI Study Report 500 sets consisting two parts (brief summary report and detail report). For more details please see the detailed ToR attached hereto as Annex 5 The selected consulting firm/organization will work under over all supervision of the Assistant Country Director, CCED Cluster – UNDP Bangladesh (also lead of UNDAF Pillar 5), and under technical guidance of a Working Group formed for this CDVI Study consisting representatives of Ministry of Disaster Management and Relief – MoDMR, Ministry of Planning – MoP, Ministry of Environment and Forest – MOEF/Climate Cell, Bangladesh Bureau of Statistics – BBS, Comprehensive Disaster Management Programme – CDMP, Early Recovery Facility – ERF and CCED Cluster. Frequency of Reporting Progress Reporting Requirements Decamber 2014 Travels Expected Please see the detailed ToR attached hereto as Annex 5 Expected duration of work December 2014 Travels Expected Please see the detailed ToR attached hereto as Annex 5 | | the finalized CDVI taking representative sample of the vulnerable districts across Bangladesh - covering major climate and natural disaster related hazards including cyclones, floods, drought, landslides, waterlogging, flashfloods, clod weaves, salinity, storm surge among others. The consulting firm is expected to propose appropriate and statistically valid sample size that represents sample HHs covering major climate change and natural disaster related hazard areas/districts. Data collection and analysis of the survey should prioritize on gender disaggregation where applicable. Statistical tools and methodology to measure degree of vulnerability and resilience at national, district and Upazila levels following the finalized CDVI and the HH baseline survey. Establish CDVI baseline |
|--|--|--|
| periodic monitoring of the CDVI at national, district and upazila levels for future operationalization. Dissemination workshop to share the methodology and findings of the study to institutionalize the CDVI. High quality published CDVI Study Report 500 sets consisting two parts (brief summary report and detail report). For more details please see the detailed ToR attached hereto as Annex 5 Person to Supervise the Work/Performance of the Service Provider The selected consulting firm/organization will work under over all supervision of the Assistant Country Director, CCED Cluster – UNDP Bangladesh (also lead of UNDAF Pillar 5), and under technical guidance of a Working Group formed for this CDVI Study consisting representatives of Ministry of Disaster Management and Relief – MoDMR, Ministry of Planning – MoP, Ministry of Environment and Forest – MOEF/Climate Cell, Bangladesh Bureau of Statistics – BBS, Comprehensive Disaster Management Programme – CDMP, Early Recovery Facility – ERF and CCED Cluster. Frequency of Reporting Please see the detailed ToR attached hereto as Annex 5 Progress Reporting Requirements Please see the detailed ToR attached hereto as Annex 5 Expected duration of work Please see the detailed ToR attached hereto as Annex 5 Expected duration of work December 2014 | | modeling of the HH Survey data, and categorize the all districts and upazilas into highly vulnerable, medium-vulnerable and low vulnerable using their CDVI baseline values along with GIS based CDVI mapping. |
| Person to Supervise the Work/Performance of the Service Provider Bangladesh (also lead of UNDAF Pillar 5), and under technical guidance of a Working Group formed for this CDVI Study consisting representatives of Ministry of Disaster Management and Relief – MoDMR, Ministry of Planning – MoP, Ministry of Environment and Forest – MOEF/Climate Cell, Bangladesh Bureau of Statistics – BBS, Comprehensive Disaster Management Programme – CDMP, Early Recovery Facility – ERF and CCED Cluster. Frequency of Reporting Please see the detailed ToR attached hereto as Annex 5 Progress Reporting Requirements Location of work Please see the detailed ToR attached hereto as Annex 5 Expected duration of work December 2014 Latest completion date December 2014 | | periodic monitoring of the CDVI at national, district and upazila levels for future operationalization. Dissemination workshop to share the methodology and findings of the study to institutionalize the CDVI. High quality published CDVI Study Report 500 sets consisting two |
| Person to Supervise the Work/Performance of the Service Provider Bangladesh (also lead of UNDAF Pillar 5), and under technical guidance of a Working Group formed for this CDVI Study consisting representatives of Ministry of Disaster Management and Relief – MoDMR, Ministry of Planning – MoP, Ministry of Environment and Forest – MOEF/Climate Cell, Bangladesh Bureau of Statistics – BBS, Comprehensive Disaster Management Programme – CDMP, Early Recovery Facility – ERF and CCED Cluster. Frequency of Reporting Please see the detailed ToR attached hereto as Annex 5 Progress Reporting Requirements Location of work Please see the detailed ToR attached hereto as Annex 5 Expected duration of work Target start date End of August 2014 Latest completion date December 2014 | | |
| Progress Reporting Requirements Location of work Please see the detailed ToR attached hereto as Annex 5 Expected duration of work Target start date End of August 2014 Latest completion date Please see the detailed ToR attached hereto as Annex 5 Expected duration of work December 2014 | Work/Performance of the Service Provider | The selected consulting firm/organization will work under over all supervision of the Assistant Country Director, CCED Cluster – UNDP Bangladesh (also lead of UNDAF Pillar 5), and under technical guidance of a Working Group formed for this CDVI Study consisting representatives of Ministry of Disaster Management and Relief – MoDMR, Ministry of Planning – MoP, Ministry of Environment and Forest – MOEF/Climate Cell, Bangladesh Bureau of Statistics – BBS, Comprehensive Disaster Management Programme – CDMP, Early Recovery Facility – ERF and CCED Cluster. |
| Requirements Location of work Please see the detailed ToR attached hereto as Annex 5 Expected duration of work 120 days or 4 months Target start date End of August 2014 Latest completion date December 2014 | 1 3 1 6 | |
| Expected duration of work 120 days or 4 months Target start date End of August 2014 Latest completion date December 2014 | | Please see the detailed ToR attached hereto as Annex 5 |
| Target start date End of August 2014 Latest completion date December 2014 | Location of work | Please see the detailed ToR attached hereto as Annex 5 |
| Latest completion date December 2014 | Expected duration of work | 120 days or 4 months |
| ' | Target start date | End of August 2014 |
| Travels Expected Please see the detailed ToR attached hereto as Annex 5 | Latest completion date | December 2014 |
| | Travels Expected | Please see the detailed ToR attached hereto as Annex 5 |

RFP-BD-2014-044 Page **4** of **32**

| Special Security Requirements | Not Applicable |
|---|--|
| Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal) | Please see the detailed ToR attached hereto as Annex 5 |
| Implementation Schedule indicating breakdown and timing of activities/subactivities | ⊠ Required |
| Names and curriculum vitae of individuals who will be involved in completing the services | ⊠ Required |
| Currency of Proposal | □ Local Currency (Bangladeshi Taka) |
| Value Added Tax on Price Proposal ² | |
| Validity Period of Proposals (Counting for the last day of submission of quotes) | □ 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 | |
| Payment Terms ³ | 1 st payment (20% of total Contract Amount): Submission and acceptance of inception report: describing clear methodology and plan for finalizing the vulnerability index, conducting baseline HH survey and establishing national, and each district and upazila level vulnerability index values. (Within 14 days of contract commencement) |
| | 2 nd Payment (30 % of total Contract Amount): -Finalization of the vulnerability index (including validation workshop on the vulnerability index involving relevant the government agencies and key stakeholders); methodology and baseline survey tools (including questionnaire both English and BanglaTraining of HH survey team and completion for data collection for baseline study -Data entry and analysis of HH Survey (Within 50 days of contract commencement) |

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RFP-BD-2014-044 Page **5** of **32**

² VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

³ UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

| | 3 rd Payment (30 % of total contract amount) |
|---|---|
| | -Statistical tools and methodology to measure degree of vulnerability and resilience at national, district and Upazila levels following the finalized CDVI and the HH baseline survey. Establish CDVI baseline values at national, and each district and upazila level using statistical modeling of the HH Survey data, and categorize the all districts and upazilas into highly vulnerable, medium-vulnerable and low vulnerable using their CDVI baseline values along with GIS based CDVI mapping. -Sound methodology, ICT based MIS along with tools and plan for periodic monitoring of the vulnerability index at national, district and upazila levels for future operationalization. -Complete draft report submission – including all key deliverables the vulnerability index, baseline survey report, CDVI baseline values at national, districts and Upazial levels, and CDVI monitoring tools. (Within 75 days of contract commencement) |
| | Final Payment (20% of total contract amount): -Detail hard and soft copy of the Final Study Report incorporating all deliverables along with findings, conclusions and recommendations. -Complete clean data set/files in MS Access/SPSS/suitable statistical software in English. -Dissemination workshop to share the methodology and findings of the study to institutionalize the vulnerability index. -High quality published CDVI Study Report 500 sets consisting two parts (brief summary report and detail report). |
| | Condition for Payment Release: Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider. For more detail please see the detailed ToR attached hereto as Annex 4 |
| Person(s) to review/inspect/ approve outputs/completed services and authorize the | Assistant Country Director, CCED Cluster – UNDP Bangladesh |
| disbursement of payment Type of Contract to be | □ Contract for Professional Services |
| Signed | EN CONTRACTION FIORESSIONAL SCIVICES |
| Criteria for Contract Award | ☒ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) ☒ Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal |

RFP-BD-2014-044 Page **6** of **32**

Criteria for the Assessment of Proposal

Evaluation and comparison of proposals: Prior to the Technical evaluation all proposals will be screened based on the minimum eligibility criteria mentioned below:

Minimum Eligibility Criteria for the firm:

- Profile describing the nature of business, field of expertise, licenses, certifications, accreditations;
- Valid Business Licenses Registration Papers, Tax Payment Certification, etc.
- Consulting firm/organization should have track record of at least 7 years in Monitoring & Evaluation of large scale Government / Development Partners supported policies, programmes and projects.
- Experience in undertaking similar type of research on climate and natural disaster vulnerability analysis (documentation of previous similar assignment must be provided)
- Any International Company interested to participate in the bidding, must have local presence in Bangladesh (legal documents to be provide to substantiate the presence)
- 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.(Annex 3)

Minimum Eligibility Criteria for Team Leader:

Educational:

 Post-graduate degree or equivalent (preferably Ph. D.) in economics, statistics, GIS, social sciences, geography, environment science, disaster management or in relevant field.

Experience:

- Ten years of professional experience in computer aided simulation tools for composite index development, application of statistical software package, factor analysis, GIS/MIS, planning, monitoring and evaluations of development programmes/projects.
- Past experience as a team leader for similar assignments.

Minimum Eligibility Criteria for Team members:

The consulting firm will determine appropriate team composition; however the team shall include at least one Disaster Risk Reduction-Climate Change Specialist, one Environmental Economist, one GIS Specialist, one MIS Specialist and one Statistician as per the below requirement-

- Disaster Risk Reduction-Climate Change Specialist must have at least 7 year experience in research, survey and assessment in the relevant fields.
- Environmental Economist must have at least 7 year experience in

RFP-BD-2014-044 Page **7** of **32**

- research, survey and assessment in the relevant fields.
- Geographic Information System (GIS) Specialist must have at least 7
 year experience in disaster and climate change related mapping with
 clear understanding of Bangladeshi context.
- Management Information System (MIS) Specialist must have at least 7 year experience in the relevant fields.
- Statistician must have proven knowledge and 7 year experience on sampling, survey designing, statistical software (such as SAS, SPSS, STATA and so on), statistical/economic modelling, data analysis and complex data interpretation skills.
- **Note: All Proposers must submit necessary documentations to substantiate above qualifications/criteria. Proposals that will not meet above qualifications/criteria shall not be considered for the next step of the procurement process.

Evaluation of the Proposal:

The shortlisted consulting firm/organization will be evaluated based on the following methodology:

Cumulative analysis: The proposals will be evaluated through Cumulative Analysis method. When using the weighted scoring method, the award of the contract will be made to the proposer whose offer has been evaluated and determined as:

- a) Responsive/compliant/acceptable, and
- b) Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation.

Technical Proposal (70%)

- ☑ Expertise of the Firm 300 Points
- ☑ Adequacy and comprehensiveness of the proposal (concept, approach & work plan) 250 Points
- ⊠ Skills and Experience of the proposed team 100 points

BASIS OF TECHNICAL EVALUATION

| Criteria | | Max. |
|--|----|--------|
| | | Points |
| <u>Technical</u> | 70 | 00 |
| Background Experience/ Expertise of Firm | | 350 |
| Profile and experience of the organization. | | 75 |
| Professional experience in developing | | 75 |
| indicators, composite indices, application of | | |
| statistical software, computer aided | | |
| simulation tools for composite indicators | | |
| Proven expertise on socio-economic modeling, | | 75 |
| statistical software applications and ICT based | | |
| monitoring tools/MIS development | | |
| Solid experience in designing and | | 75 |
| implementing larger scale nationwide survey – | | |
| preferably in the field of climate change and | | |

RFP-BD-2014-044 Page **8** of **32**

| disaster | | |
|---|--|--|
| Knowledge of current issues on innovation in | | 50 |
| results-oriented monitoring, including trends, | | |
| principles and methodology | | |
| Adequacy and comprehensiveness of the | 1 | 250 |
| proposal (concept, approach, work plan) | İ | 230 |
| Proposed methodology and approach of | 1 | 100 |
| managing the CDVI Study | ı | |
| Methodology for communication, | 1 | 50 |
| management and quality assurance. | | |
| Proposed time-line and high-level plan. | 1 | 50 |
| Overall organization and quality of the | ` | 50 |
| technical proposal. | | |
| Skills and experience of the Proposed Team | 1 | 100 |
| Composition and experience of proposed | 1 | 100 |
| team. | | |
| <u>Financial</u> | 300 | 300 |
| <u>Total</u> | | 1000 |
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| Einanaial Dranacal (200/) | | |
| | tractors | who have |
| n the Second Stage, the price proposal of all con- | | |
| n the Second Stage, the price proposal of all conattained minimum 70% score in the technical e | evaluation | n, will be |
| In the Second Stage, the price proposal of all conattained minimum 70% score in the technical ϵ compared. The contract will be awarded to the bidden | evaluation er offering | n, will be g the 'best |
| Financial Proposal (30%) In the Second Stage, the price proposal of all contact attained minimum 70% score in the technical ecompared. The contract will be awarded to the biddervalue for money. The contract will be awarded to the contract contact will be awarded to the contact contact will be awarded to the | evaluation er offering ne Contrac | n, will be g the 'best ctor based |
| n the Second Stage, the price proposal of all contact attained minimum 70% score in the technical ecompared. The contract will be awarded to the bidderalue for money. The contract will be awarded to the on the cumulative method. The formula for the ration | evaluation er offering ne Contrac | n, will be g the 'best ctor based |
| In the Second Stage, the price proposal of all contact attained minimum 70% score in the technical ecompared. The contract will be awarded to the biddevalue for money'. The contract will be awarded to the on the cumulative method. The formula for the rational beas follows: | evaluation er offering ne Contrac | n, will be g the 'best ctor based |
| In the Second Stage, the price proposal of all contact attained minimum 70% score in the technical ecompared. The contract will be awarded to the biddervalue for money'. The contract will be awarded to the on the cumulative method. The formula for the rational beas follows: Rating the Technical Proposal (TP): | evaluation er offering ne Contrac ng of the | n, will be g the 'besi ctor based Proposals |
| the Second Stage, the price proposal of all contitained minimum 70% score in the technical compared. The contract will be awarded to the bidderalue for money'. The contract will be awarded to the notion the cumulative method. The formula for the rational beas follows: Exacting the Technical Proposal (TP): P Rating = (Total Score Obtained by the Offer / Max | evaluation er offering ne Contrac ng of the | n, will be g the 'best ctor based Proposals |
| In the Second Stage, the price proposal of all contitation that technical expressions that technical expressions are the technical expressions. The contract will be awarded to the bidder alue for money. The contract will be awarded to the nation that the cumulative method. The formula for the ration that the technical Proposal (TP): | evaluation er offering ne Contrac ng of the | n, will be g the 'best ctor based Proposals |

FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

Total Combined Score:

(TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (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

UNDP will award the contract to:

RFP-BD-2014-044 Page 9 of 32

| Annexes to this RFP ⁴ | ☑ Form for Submission of Proposal (Annex 2) ☑ Self-Declaration template & Document checklist (Annex 3) ☑ General Terms and Conditions / Special Conditions (Annex 4)⁵ ☑ Detailed TOR (Annex 5) |
|---|--|
| Contact Person for Inquiries (Written inquiries only) ⁶ | Mostaq Ahmed Procurement Assistant bd.procurement@undp.org Please mention the following in the subject while sending any query to UNDP regarding this RFP on or before 17 August 2014 by 2.00 PM. "Queries on RFP-BD-2014-044" 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 |
| Other Information [pls. specify] | Proposers. A pre-proposal conference will be held on 14 August 2014 (Thursday) at 11.00 AM at UNDP Bangladesh Country Office, 12 th Floor, IDB Bhaban, Agargaon, Dhaka-1207, Bangladesh. |

⁴ Where the information is available in the web, a URL for the information may simply be provided.

RFP-BD-2014-044 Page **10** of **32**

⁵ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.
⁶ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or

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

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁷

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁸)

[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:

Minimum Eligibility Criteria for the firm:

- Profile describing the nature of business, field of expertise, licenses, certifications, accreditations;
- Valid Business Licenses Registration Papers, Tax Payment Certification, etc.
- Consulting firm/organization should have track record of at least 7 years in Monitoring & Evaluation of large scale Government / Development Partners supported policies, programmes and projects.
- Experience in undertaking similar type of research on climate and natural disaster vulnerability analysis (documentation of previous similar assignment must be provided)
- Any International Company interested to participate in the bidding, must have local presence in Bangladesh (legal documents to be provide to substantiate the presence)
- 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. (Annex 3)

Minimum Eligibility Criteria for Team Leader:

Educational:

• Post-graduate degree or equivalent (preferably Ph. D.) in economics, statistics, GIS, social sciences, geography, environment science, disaster management or in relevant field.

Experience:

- Ten years of professional experience in computer aided simulation tools for composite index development, application of statistical software package, factor analysis, GIS/MIS, planning, monitoring and evaluations of development programmes/projects.
- Past experience as a team leader for similar assignments.

RFP-BD-2014-044 Page **11** of **32**

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⁷ This serves as a guide to the Service Provider in preparing the Proposal.

⁸ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Minimum Eligibility Criteria for Team members:

The consulting firm will determine appropriate team composition; however the team must include at least one DRR-CCA Specialist and one Statistician/Economist as per the below requirement-

- **Disaster Risk Reduction-Climate Change Specialist** must have at least 7 year experience in research, survey and assessment in the relevant fields.
- **Environmental Economist** must have at least 7 year experience in research, survey and assessment in the relevant fields.
- Geographic Information System (GIS) Specialist must have at least 7 year experience in disaster and climate change related mapping with clear understanding of Bangladeshi context.
- Management Information System (MIS) Specialist must have at least 7 year experience in the relevant fields.
- Statistician must have proven knowledge and 7 year experience on sampling, survey designing, statistical software (such as SAS, SPSS, STATA and so on), statistical/economic modelling, data analysis and complex data interpretation skills.

**Note: All Proposers must submit necessary documentations to substantiate above qualifications/criteria. Proposals that will not meet above qualifications/criteria shall not be considered for the next step of the procurement process.

B. Proposed Methodology for the Completion of Services

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

C. Qualifications of Key Personnel

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

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

D. Cost Breakdown per Deliverable*

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

^{*}This shall be the basis of the payment tranches

RFP-BD-2014-044 Page 12 of 32

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 | Offic of Time | Engagement | reisonnei | |
| | | | | |
| 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]

**Note:

The above one is a suggested template for submitting Financial Offer. However, the proposers may submit the Financial Proposal based on their own consideration regarding the all cost components to accomplish the entire task of the TOR.

RFP-BD-2014-044 Page **13** of **32**

Self-Declaration template & Document Check sheet

Declaration

| Date: |
|---|
| United Nations Development Programme UNDP Registry, IDB Bhaban, Agargaon Sher-E-Bangla Nagar, Dhaka, Bangladesh |
| Assignment: |
| Reference: |
| 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, |

RFP-BD-2014-044 Page **14** of **32**

Check Sheet for Documents Establishing the Eligibility and Qualifications of the Proposer

| Documents as a proof of Minimum Eligibility Criteria of the firm | Yes | No |
|--|-----|----|
| Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations; | | |
| Copies of Valid Business Licenses – Registration Papers, Tax Payment Certification, etc | | |
| Consulting firm/organization should have track record of at least 7 years in Monitoring & Evaluation of large scale Government / Development Partners supported policies, programmes and projects. (appropriate documentation to substantiate the 7 years of experience need to be attached) | | |
| Experience in undertaking similar type of research on climate and natural disaster vulnerability analysis (documentation of previous similar assignment must be provided) | | |
| Any International Company interested to participate in the bidding, must have local presence in Bangladesh (legal documents to be provide to substantiate the presence) | | |
| 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.(Annex 3) | | |
| Minimum Eligibility Criteria for Team Leader: | | |
| Signed CV of the Team leader to substantiate required eligibility criteria | | |
| Minimum Eligibility Criteria for Team members: | | |
| Disaster Risk Reduction-Climate Change Specialist - Signed CV of the Disaster Risk Reduction-Climate Change Specialist Specialist to substantiate required eligibility criteria | | |
| Environmental Economist - Signed CV of the Environmental Economist to substantiate required eligibility criteria | | |
| Geographic Information System (GIS) Specialist - Signed CV of the Geographic Information System (GIS) Specialist to substantiate required eligibility criteria | | |
| Management Information System (MIS) Specialist - Signed CV of the Management Information System (MIS) Specialist to substantiate required eligibility criteria | | |
| Statistician/Economist - Signed CV of the Statistician/Economist to substantiate required eligibility criteria | | |

RFP-BD-2014-044 Page **15** of **32**

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

RFP-BD-2014-044 Page **16** of **32**

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

RFP-BD-2014-044 Page **17** of **32**

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.
- 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.
- 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,

RFP-BD-2014-044 Page 18 of 32

- 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

- 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.

RFP-BD-2014-044 Page 19 of 32

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.
- 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

- **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

RFP-BD-2014-044 Page **20** of **32**

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.
- 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.
- 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.
- 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.

RFP-BD-2014-044 Page **21** of **32**

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.

RFP-BD-2014-044 Page **22** of **32**

Terms of Reference (TOR) for Study on Climate and Disaster Vulnerability Index (CDVI)

Objective(s):

The overall objective(s) of the assignment is to finalize a clear and meaningful Climate and natural-Disaster Vulnerability Index (CDVI) in participatory manner, and collect baseline data for the vulnerability index through a representative sample HH survey of the vulnerable districts across Bangladesh – covering major climate and natural disaster related hazards including cyclones, floods, drought, landslides, waterlogging, flashfloods, clod weaves, salinity, storm surge among others - in order to measure progress towards resilience of vulnerable population, from climate change and natural disaster, living across Bangladesh.

The vulnerability index will also help to monitor the outcome level results of pillar 5 (outcome 5.1) in United Nations Development Framework (UNDAF) Bangladesh 2012-2016 which is articulated as "by 2016, populations vulnerable to climate change and natural disaster have become more resilient to adapt with the risk."

Background:

Bangladesh is in the top of the list of 10 most disaster affected countries. Frequent cyclones, floods, drought, land-slides, waterlogging, flash floods, clod weaves, storm surge, river bank erosion and flash floods significantly disrupt Bangladesh's economy and the lives and livelihoods of its population. During 1990-2008 the country incurred annual loss of US\$2,189 million (1.8% of annual GDP) from disasters. Climate change is adding a new dimension to the current risk environment with global predications suggesting that the country could expect more intense cyclones, storm surge and flooding (disaster)-and that a rise in sea levels could have a significant impact on the lives and livelihoods of up to 30 million people.

To respond the above challenges, the Perspective Plan of Bangladesh 2010-2021 envisions taking effective measure to protect people of Bangladesh from the adverse effects of climate change and natural calamities. Subsequently the Sixth Five Year Plan 2010-2015 has set strategies, programmes and targets to better prepare Bangladesh from the effects of environment, climate change and disaster related issues with estimated allocation of BDT 10,588 crore (USD 1,428 million) – ie, 4% share of total public investment.

The overall goal of the UN system in Bangladesh is to support the Government of Bangladesh to accelerate its efforts in applying the principles of the Millennium Declaration and achieving the Millennium Development Goals (MDGs) with Equity. This will be achieved by ensuring complete alignment between the MDGs, national development priorities and the UN's strategic areas of cooperation determined by its comparative advantage. The United Nations Development Framework (UNDAF) is the UN system's coherent and collective response for addressing climate change, environment, disaster management challenges as well as inequalities in Bangladesh. It elaborates what and how results will be achieved over the next five years for the people of Bangladesh, especially for the most vulnerable, deprived and marginalized. This development assistance framework has 7 pillars. This is the road map for planning and implementation by UN system during 2012 to 2016. This approved

RFP-BD-2014-044 Page **23** of **32**

document has outcomes and outputs with baseline statement for tracking the progress and many of which are yet to be established. The current UNDAF Bangladesh 2012-2016 prioritizes responding to climate change and natural disaster issues as a specific outcome with allocation of USD 288 million.

Measuring impacts of climate change and natural disaster, and progress towards resilience of vulnerable population have been a key challenge in Bangladesh due to lack of appropriate and trusted methodology, tool and system. In order to respond this challenge, this concept note proposes to establish and operationalize a scientific methodology, tool and system called 'Climate and natural Disaster Vulnerability Index (CDVI)'. The CDVI will be developed in the form of clear and meaningful composite index - considering key parameters linked to the household which are directly linked either to the impact of climate change and natural disasters or to the coping abilities of the household - using scientifically valid weighted average. The CDVI will provide measurement of degrees of vulnerability at national, district and upazila level based on quantitative CDVI values.

The consulting firm/organization will work under overall supervision the UNDP Pillar Five Lead (UNDP Assistant Country Director, Climate Change, Environment and Disaster – CCED Cluster) and under technical guidance of a Working Group for this CDVI Study consisting representatives of Ministry of Disaster Management and Relief – MoDMR, Ministry of Planning-MoP, Ministry of Environment and Forest – MOEF/Climate Cell, Bangladesh Bureau of Statistics – BBS, Comprehensive Disaster Management Programme – CDMP, Early Recovery Facility – ERF and CCED Cluster. The consulting firm/organization will also work in close consultation with UNDAF M&E Focal Points, and other UN Agencies which are contributing to UNDAF Pillar Five (UNICEF, FAO, WFP, ILO, UNFPA, UNEP, UNSECO, IOM, UNHCR and UNIDO).

Scope of Work:

In over all, the assignment is expected to finalize a clear and meaningful Climate and natural-Disaster Vulnerability Index in participatory manner, and collect baseline data for the vulnerability index through a representative sample survey of the vulnerable districts across Bangladesh - covering major climate and natural disaster related hazards including cyclones, floods, drought, landslides, waterlogging, flashfloods, clod weaves, salinity, storm surge among others - in order to measure progress towards resilience of vulnerable population, from climate change and natural disaster, living across Bangladesh. The specific tasks shall include:

- Review the preliminary report on CDVI already prepared with assistance from UNDP Bangladesh and available relevant literatures, and strengthen the CDVI in participatory manner involving beneficiaries, government agencies and other organizations working in similar issues. The final set of the vulnerability index should be shaped in clear, meaningful and easily understandable form following sound scientific methodology and rationale. The vulnerability index is expected to be designed in similar form of Multi-Dimensional Poverty Index, Human Development Index, or others widely recognized indices used in development sector.
- Organize the validation workshop on the vulnerability index involving the relevant government agencies and key stakeholders and finalize the index by incorporating feedback.
- Design and conduct a HH Survey to establish baseline for the finalized CDVI taking representative sample of the vulnerable districts across Bangladesh covering major climate and natural disaster hazards including cyclones, floods, drought, landslides, waterlogging, flashfloods, clod weaves, salinity, and storm surges among others. The consulting firm is expected to propose appropriate and statistically valid sample size that represents sample HHs covering major climate change and natural disaster related hazard areas/districts. The Data collection and analysis of the survey should prioritize on gender disaggregation where applicable.

RFP-BD-2014-044 Page **24** of **32**

- Develop sound statistical tools and methodology to measure degree of vulnerability and resilience at national, and each district and Upazila level following the finalized CDVI and the baseline survey. Establish CDVI baseline values at national, and each district and upazila level using statistical modeling of the HH Survey data, and categorize the all districts and upazilas into highly vulnerable, medium-vulnerable and low vulnerable using their CDVI baseline values.
- Develop and recommend a ICT based MIS/ tools and plan to enable the vulnerability index for regular and effective monitoring.
- Organize a dissemination workshop to share the methodology and findings of CDVI Study. Key stakeholders including, DDM, MoDMR, MoEF, BBS, ISRT, UN Agencies I/NGOs, academia, Development Partners should be invited.
- Layout designing and publication of the study report (at least 500 copies)

Key Outputs:

The expected key outputs from the assignment are:

- Finalization (reviewing and strengthening existing preliminary report on CDVI) of a clear and meaningful CDVI in participatory manner along with sound methodology and rationale to measure progress towards resilience of vulnerable population from climate change and natural disaster. The vulnerability index is expected to be designed in similar form of Multi-Dimensional Poverty Index, Human Development Index, or others widely recognized indices used in development sector.
- Validation workshop on the vulnerability index involving relevant the government agencies and key stakeholders, and finalization of the index after incorporating feedback/inputs received from the workshop.
- Design and implementation of a HH survey to establish baseline for the finalized CDVI taking representative sample of the vulnerable districts across Bangladesh covering major climate and natural disaster related hazards including cyclones, floods, drought, landslides, waterlogging, flashfloods, clod weaves, salinity, storm surge among others. The consulting firm is expected to propose appropriate and statistically valid sample size that represents sample HHs covering major climate change and natural disaster related hazard areas/districts. Data collection and analysis of the survey should prioritize on gender disaggregation where applicable.
- Statistical tools and methodology to measure degree of vulnerability and resilience at national, district and Upazila levels following the finalized CDVI and the HH baseline survey. Establish CDVI baseline values at national, and each district and upazila level using statistical modeling of the HH Survey data, and categorize the all districts and upazilas into highly vulnerable, medium-vulnerable and low vulnerable using their CDVI baseline values along with GIS based CDVI mapping.
- Sound methodology, ICT based MIS along with tools and plan for periodic monitoring of the CDVI at national, district and upazila levels for future operationalization.
- Dissemination workshop to share the methodology and findings of the study to institutionalize the CDVI.
- High quality published CDVI Study Report 500 sets consisting two parts (brief summary report and detail report).

Timelines and Deliverables:

The assignment is expected to be carried out over August to December 2014. The expected start date of the assignment is end of August 2014. Deliverables are expected in following timeline.

RFP-BD-2014-044 Page **25** of **32**

| SN | Deliverables of Assignment | Timeline | % of payment |
|----|---|--|-------------------------------------|
| A. | Submission and acceptance of inception report: describing clear methodology and plan for finalizing the vulnerability index, conducting baseline HH survey and establishing national, and each district and upazila level vulnerability index values. | Within 14 days of contract commencement | 20% of total Contract Amount |
| В. | Finalization of the vulnerability index (including validation workshop on the vulnerability index involving relevant the government agencies and key stakeholders); methodology and baseline survey tools (including questionnaire both English and Bangla. Training of HH survey team and completion for data collection for baseline study Data entry and analysis of HH Survey | Within 50 days of contract commencement | 30 % of total Contract Amount |
| C. | -Statistical tools and methodology to measure degree of vulnerability and resilience at national, district and Upazila levels following the finalized CDVI and the HH baseline survey. Establish CDVI baseline values at national, and each district and upazila level using statistical modeling of the HH Survey data, and categorize the all districts and upazilas into highly vulnerable, medium-vulnerable and low vulnerable using their CDVI baseline values along with GIS based CDVI mapping. Sound methodology, ICT based MIS along with tools and plan for periodic monitoring of the vulnerability index at national, district and upazila levels for future operationalization. Complete draft report submission – including all key deliverables the vulnerability index, baseline survey report, CDVI baseline values at national, districts and Upazial levels, and CDVI monitoring tools. | Within 75 days of contract commencement | 30 % of total contract amount |
| D. | Detail hard and soft copy of the Final Study Report incorporating all deliverables along with findings, conclusions and recommendations. Complete clean data set/files in MS Access/SPSS/suitable statistical software in English. Dissemination workshop to share the methodology and findings of the study to institutionalize the vulnerability index. High quality published CDVI Study Report 500 sets consisting two parts (brief summary report and detail report). | Within 120 days of contract commencement | 20% of total contract amount |

Supervision and Contact Person:

The selected consulting firm/organization will work over all supervision of the Assistant Country Director, CCED Cluster – UNDP Bangladesh (also lead of UNDAF Pillar 5), and under technical guidance of a Working Group formed for this CDVI Study consisting representatives of Ministry of Disaster Management and Relief – MoDMR, Ministry of Planning – MoP, Ministry of Environment and Forest – MOEF/Climate Cell, Bangladesh Bureau of Statistics – BBS, Comprehensive Disaster Management Programme – CDMP, Early Recovery Facility – ERF and CCED Cluster.

RFP-BD-2014-044 Page **26** of **32**

INPUTS

UNDP will assist with financial support based on the financial proposal. All the required budget lines need to be submitted to the UNDP Accordingly. All the inputs to carry out the assignment will have to be financed by the contracted firm/organization.

Minimum Qualifications Requirement of the Successful Contractor (eligibility criteria)

1. Qualification of the firm/organization:

- Profile describing the nature of business, field of expertise, licenses, certifications, accreditations;
- Valid Business Licenses Registration Papers, Tax Payment Certification, etc.
- Consulting firm/organization should have track record of at least 7 years in Monitoring & Evaluation of large scale Government / Development Partners supported policies, programmes and projects.
- Experience in undertaking similar type of research on climate and natural disaster vulnerability analysis (documentation of previous similar assignment must be provided)
- Any International Company interested to participate in the bidding, must have local presence in Bangladesh (legal documents to be provide to substantiate the presence)
- 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.(Annex 3)

2A. Qualification of the Team Leader:

Educational:

• Post-graduate degree or equivalent (preferably Ph. D.) in economics, statistics, GIS, social sciences, geography, environment science, disaster management or in relevant field.

Experience:

- Ten years of professional experience in computer aided simulation tools for composite index development, application of statistical software package, factor analysis, GIS/MIS, planning, monitoring and evaluations of development programmes/projects.
- Past experience as a team leader for similar assignments.

2B. Qualification of the Team members

The consulting firm will determine appropriate team composition; however the team shall include at least one Disaster Risk Reduction-Climate Change Specialist, one Environmental Economist, one GIS Specialist, one MIS Specialist and one Statistician as per the below requirement-

- Disaster Risk Reduction-Climate Change Specialist must have at least 7 year experience in research, survey and assessment in the relevant fields.
- **Environmental Economist** must have at least 7 year experience in research, survey and assessment in the relevant fields.
- Geographic Information System (GIS) Specialist must have at least 7 year experience in disaster and climate change related mapping with clear understanding of Bangladeshi context.
- Management Information System (MIS) Specialist must have at least 7 year experience in the relevant fields.
- Statistician must have proven knowledge and 7 year experience on sampling, survey designing, statistical software (such as SAS, SPSS, STATA and so on), statistical/economic modelling, data analysis and complex data interpretation skills.

RFP-BD-2014-044 Page **27** of **32**

Note: All Proposers must submit necessary documentations to substantiate above qualifications/criteria. Proposals that will not meet above qualifications/criteria shall not be considered for the next step of the procurement process".

Evaluation of the Proposal

Prior to the technical evaluation all proposals will be screened based on the minimum eligibility criteria mentioned above:

The consulting firm/organization will be evaluated based on the following methodology: Cumulative analysis: The proposals will be evaluated through Cumulative Analysis method. When using the weighted scoring method, the award of the contract will be made to the proposer whose offer has been evaluated and determined as:

- a) Responsive/compliant/acceptable, and
- b) Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation.

Technical Proposal (700 Points)

- ⊠Background experience/ Expertise of Firm 350 Pints
- ⊠ Adequacy and comprehensiveness of the proposal (concept, approach, work plan) 250 Pints
- ⊠Qualifications and competence of the key staff for the Assignment 100 points

BASIS OF TECHNICAL EVALUATION

| | Criteria | Weight | Max. | | | | |
|------|--|--------|--------|--|--|--|--|
| | | · · | Points | | | | |
| Tec | hnical Evaluation | 700 | | | | | |
| 1. | Background experience/ Expertise of Firm | | 350 | | | | |
| | Profile and experience of the organization. | | 75 | | | | |
| | Professional experience in developing indicators, composite indices, application of statistical software, computer aided simulation tools for composite indicators | | 75 | | | | |
| | Proven expertise on socio-economic modeling, statistical software applications and ICT based monitoring tools/MIS development | | 75 | | | | |
| | Solid experience in designing and implementing larger scale nationwide survey preferably in the field of climate change and disaster | | 75 | | | | |
| | Knowledge of current issues on innovation in results-oriented monitoring, including trends, principles and methodology | | 50 | | | | |
| 2. | | | | | | | |
| | Proposed methodology and approach of managing the CDVI Study | | 100 | | | | |
| | Methodology for communication, management and quality assurance. | | 50 | | | | |
| | Proposed time-line and high-level plan. | | 50 | | | | |
| | Overall organization and quality of the technical proposal. | ` | 50 | | | | |
| 3. | Skills and experience of the Proposed Team | | 100 | | | | |
| | Composition and experience of proposed team. | | 100 | | | | |
| Fina | ancial Evaluation | 300 | 300 | | | | |
| Tot | <u>al</u> | | 1000 | | | | |

RFP-BD-2014-044 Page **28** of **32**

ANNEX-I to the ToR:

UNDAF pillar 5 has six over-arching themes:

- A solid grounding in well-developed existing national plans and strategies, such as the Bangladesh Climate Change Strategy and Action Plan, the National Action Plan for Adaptation and the National Biodiversity Strategy and Action Plan.
- Integration with existing disaster risk reduction frameworks. In recent years, disaster management has successfully been transformed by adopting a risk reduction perspective. There are opportunities to upscale this and to ensure that there is no duplication.
- Partnership between the UN and the GoB in sustainable development. The two parties have worked well together for many years and this provides a sound foundation for ongoing work. There is room for improvement, however, by involving private sector partners more effectively. The strategy will include a strong public private partnership component.
- Strong awareness of environment, climate and social sustainability issues. The strategy will achieve a functional awareness that combines deep understanding of the problems with suggested solutions and the motivation and ability to take action. This requires expanded partnerships with the media and civil society.
- Avoidance of a narrowly defined climate change agenda. Climatic impacts are intricately interconnected with underlying environmental quality and a matrix of socio-economic policy issues. Attacking climate change in isolation is futile and can distract from larger goals. Unchecked traditional pollution, water stress and improper urbanization are potentially as detrimental as climate change in terms of MDG outcomes. A thriving environment is inherently more resilient. Net economic returns and the poverty-environment-climate nexus should be among the key considerations in accelerating economic growth.
- Capturing synergies and opportunities for integration of efforts. Better integration and coordination of UN programmes and those of other development partners set a powerful example and help to mainstream environmental issues across government plans.

Pillar Five is convened by UNDP and embraces the comparative advantages of other UN agencies, including UNICEF, FAO, IOM, UNESCO, UNEP, WFP, WHO, ILO, UNHCR and UNIDO.

Outcome and Outputs UNDAF Pillar 5:

Outcome 1 – By 2016, populations vulnerable to climate change and natural disaster have become more resilient to adapt with the risk.

Outputs are:

- 1.1 Climate change adaptation and disaster risk reduction integrated into sectoral policies and plans
- 1.2 Community and Local Institutions have greater capacity on Disaster Risk Reduction and climate change adaptation
- 1.3 Communities, local and national governments have greater capacity to respond and to provide basic services in emergencies and early recovery
- 1.4 Communities, local and national authorities have better access to knowledge on climate change impact for better decision making.

RFP-BD-2014-044 Page **29** of **32**

ANNEX-II to the TOR

UNDAF Pillar Five: Climate Change, Environment, Disaster Risk Reduction and Response: Baseline and Indicator Status

UNDAF Pillar Five: Climate Change, Environment, Disaster Risk Reduction and Response

| Outcome | Indicators, Baseline, Target | Means of Verification | Risks and Assumptions | Partners | Indicative Resources | Need to be Developed |
|---|--|----------------------------------|--|---|---|---|
| By 2016, populations vulnerable to climate change and natural disaster have become more resilient to adapt with the risk. | Environment, climate and disaster vulnerability index (Baseline 2012: TBD; Target 2016: 20 % vulnerability reduced in coastal districts) Community Asset Score for disaster risk and reduction. (Baseline 2010: 90; Target 2016:300) | ■ DMB ■ DRR ■ BBS ■ WFP ■ UNICEF | Inadequate Fund Government Ownership Lengthy approval process Gap in real time response | MoFDM MoEF Bi/Multi-lateral Donors | UNDP: RR - \$6.5M OR (funded): \$30M OR (unfunded): - \$75M UNFPA: RR - \$1.5M UNICEF: RR - \$5M OR (funded) - \$0.5M OR (unfunded) - \$3.3M WFP: RR - \$150M FAO: OR (funded) - \$1M OR(unfunded) - \$10M UNEP: RR - \$0.1M OR (unfunded) - \$0.1M UNESCO: OR (unfunded) - \$0.3M UNHCR: RR - \$1M IOM: OR (unfunded) - \$3.5M | Environment, climate and disaster vulnerability index to be established Baselines need to be established |

RFP-BD-2014-044 Page **30** of **32**

| Outcome | Indicators, Baseline, Target | Means of Verification | Risks and Assumptions | Partners | Indicative Resources | Need to be Developed |
|--|--|--|--|--|--|-------------------------|
| Output 1.1 Climate change adaptation and disaster risk reduction integrated into sectoral policies and plans | Amount of resources budgeted by the Government for disaster risk reduction and climate change adaptation against sectoral policies and plans (Baseline 2010: USD 100M; Target 2016:USD 500M) | Desk review of sectoral plans Annual UN project reports DMB DRR | ■ Issue of DRR and CC remain priorities in the GoB medium term budget framework and annual budget allocation | Mohfw Mowca Moe Mol Moa Molgrdc Moef, Mofdm Mosw Mop Moef Mol PC | UNDP: RR - \$1.5M OR (funded) - \$15M OR (unfunded) - \$12M UNICEF: OR (unfunded) - \$3.3M UNESCO: OR (unfunded) - \$0.3M IOM: OR (unfunded) - \$0.5M | |
| Output 1.2 Community and Local Institutions have greater capacity on Disaster Risk Reduction and climate change adaptation | No. of Unions in disaster prone areas with developed community based risk reduction & CC adaptation action plans (Baseline 2009: 500, Target 2016: 1500) No. of rural communities with disaster/climate resilient habitats and community assets (Baseline 2010: 90, Target 2016: 300) | Annual UN project reports Programme Outcome Survey Report MoUs between towns and UN UN Annual Project Reports | Issue of political commitment Cooperation of local government | MofdM Molgr&rdC BWdB Moef DMB & DRR | UNDP: RR - \$2M OR (funded) – \$15M OR (unfunded) – \$48M WFP: RR - \$125M (25M per year) FAO: OR (funded) - \$1M OR (unfunded) - \$7M | |
| Output 1.3 Communities, local and national governments have greater capacity to respond and to provide basic services in | No. of disaster rescue and evacuation volunteers (baseline 2011: 32000, Target 2016: 62000) No of district DMCs with a resourced disaster response plan (2010:17 | UN Disaster Emergency Group& IASC Cluster leads UN Disaster Emergency Group& IASC Cluster leads | Effective inter- sectoral/intra- Cluster coordination, collaboration and preparedness planning | MoHFW MoWCA MoE MoLGRDC MoFDM MoSW | UNDP: RR - \$2M OR (unfunded) - \$10M UNICEF: RR - \$5M (\$3M to 20 districts and \$2M to urban) OR (funded) - \$0.5M | |

RFP-BD-2014-044 Page **31** of **32**

| Outcome | Indicators, Baseline, Target | Means of Verification | Risks and Assumptions | Partners | Indicative Resources | Need to be Developed |
|--|---|--|--|---|--|-------------------------|
| emergencies ⁹ and early recovery ¹⁰ | District DMCs, Target 2016: 40 District DMCs) | UN Disaster Emergency Group &IASC Cluster Leads UNICEF reports | | | WFP: RR - \$25M UNFPA: RR - \$1.5M IOM: OR (unfunded) - \$1M UNHCR: RR - \$ 0.5M | |
| Output 1.4 Communities, local and national authorities have better access to knowledge on climate change impact for better decision making | • % of targeted communities, local and national authorities who are aware of the impact of climate change on their respective communities and/or sectors (Baseline 2010: 22; Target 2016: 50) | Proceedings of consultations Knowledge product documents Change Outlook Report published Solution Exchange Report | Level of commitment for gaining knowledge Effective institutional arrangement | Local government bodies Disaster and Environment management committees at Union, Upazila& District level Academic, Research & training institutions | UNDP: RR- \$1M OR (unfunded) - \$5M IOM: OR (unfunded) - \$2M UNHCR: RR - \$ 0.5M FAO: OR (unfunded) - \$3M UNEP: RR - \$0.1M OR (unfunded) - \$0.1M | |

RFP-BD-2014-044 Page **32** of **32**

 $^{^{\}rm 9} {\rm Including}$ basic services such as health, education, water &sanitation, nutrition and food $^{\rm 10} {\rm Such}$ as livelihoods