



Empowered lives.
Resilient nations.

REQUEST FOR PROPOSAL (RFP)

UNDP Bangladesh	DATE: May 4, 2015
	REFERENCE: RFP-BD-2015-007

Dear Sir / Madam:

We kindly request you to submit your Proposal for *Conducting a Study on "The Present Status, Performance, Barriers and Prospects of Hybrid Hoffman Kilns (HHKs) in Bangladesh as an Energy Efficient Brick Making Technology"*.

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

Proposals must be submitted on or before **2.30 PM (Bangladesh Time), Monday, May 25, 2015** to UNDP Bangladesh through online e-Tendering system in the following link:

<https://etendering.partneragencies.org>

using your username and password.

If you have not registered in the system yet, 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.

A pre-proposal conference will be held to share details and background of the study on **13 May 2015 (Wednesday)** 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 your proposal is successfully submitted into the online e-tendering module on or before the deadline. The system will automatically block and not accept any bid after the deadline. Kindly ensure attaching the required supporting documents in .pdf format and must be free from any virus or corrupted files. Proposals submitted through other media **except the e-tendering module**, for whatever reason, shall not be considered for evaluation.

The **Financial Proposal** and the **Technical Proposal** files **MUST COMPLETELY BE 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 be passed in the technical evaluation stage.

Once a Proposal has been found to be responsive by passing the technical evaluation stage, UNDP shall request via email the Proposer to submit the **PASSWORAD** to open the Financial Proposal. The Proposer shall assume the responsibility for not encrypting the financial proposal.

PLEASE DO NOT PUT THE PRICE OF YOUR PROPOSAL IN THE 'LINE ITEMS' IN THE SYSTEM. INSTEAD PUT 1 AND UPLOAD THE FINANCIAL PROPOSAL AS INSTRUCTED ABOVE.

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

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

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

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

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

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

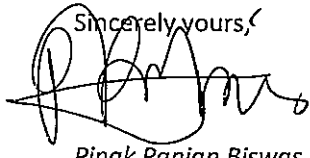
UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Pinak Panjan Biswas
Procurement Specialist
5/4/2015

Description of Requirements

Context of the Requirement	<p>Improving Kiln Efficiency in the Brick Making Industry (IKEBMI), well known as GREEN Brick Project of UNDP Bangladesh is designed to remove barriers to the widespread adoption of energy efficient (EE) Brick kilns in the brick making industry (BMI) in Bangladesh. Brick making is one of the major sources of GHG emission in the country that is estimated to be around 6.4 million tons of Co2 annually. In addition, brick making in Bangladesh is also a major cause of land degradation and deforestation. Moreover, traditional brick making operations are mostly within the informal Small & Medium Enterprises sector and do not have financial or strong regulatory incentives to become more energy efficient. The project has introduced energy efficient kilns in the BMI of Bangladesh to replace the existing outdated technologies with the aim to reduce emission of smoke and other harmful particulates and improve local air quality as well. With the technical initiation of the EEKs, the project also provided different back-stopping support for wider use of EEKs i.e. technology options, demonstration projects, policies and regulations, capacity building of BMI operators & probable financial sourcing institutions and a massive awareness building among different stakeholders.</p> <p>The project has started in 2010 with the financial assistance from the Global Environment Facilities (GEF). The total budgeted amount is 3.00 Million USD from GEF with 10.85 Million USD expected from the private sector.</p> <p>Objective of the project: The main objective of the project is removal of the barriers to the adoption of cleaner and energy efficient kiln (EEK) technologies by the brick makers in Bangladesh. The focus is on EEK technology promotion to transform the brick making industry (BMI). The transformation is manifested in the shift to EEKs (in this case HHKs) in the BMI in Bangladesh.</p>
Implementing Partner of UNDP	UNDP Bangladesh
Brief Description of the Required Services	As per the detailed TOR attached as <i>Annex 5</i>
List and Description of Expected Outputs to be Delivered	As per the detailed TOR attached as <i>Annex 5</i>
Person to Supervise the Work/Performance of the Service Provider	<p>The contracted firm will report to Team Leader, GREEN Brick Initiative. A performance evaluation will be carried out at the end of the assignment.</p> <p>The work will be guided and reviewed by the Programme Analyst (Environment) of CCED Cluster/UNDP Bangladesh with assurance support from the Team Leader, GREEN Brick Initiative, UNDP Bangladesh.</p>
Frequency of Reporting	<i>As per the detailed TOR attached as Annex 5</i>
Progress Reporting Requirements	As per the detailed TOR attached as <i>Annex 5</i>
Location of work	The main duty station is in Dhaka (in Contractors own office). The assignment requires frequent travel in and outside Dhaka for conducting survey, interview and other data collection procedures. The potential contractor will need to visit GREEN Brick Project and UNDP office to participate sharing and progress related meetings as per requirements.
Expected duration of work	The duration of the assignment will be Four (4) months from the date of commencement (contract signing) of the assignment.
Target start date	As soon as possible

Latest completion date	Four (4) months from the date of commencement																	
Travels Expected	As required and as per the detailed TOR attached as <i>Annex 5</i>																	
Special Security Requirements	Not Applicable																	
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	Not Applicable																	
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required																	
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required																	
Currency of Proposal	<input checked="" type="checkbox"/> Local Currency (Bangladeshi Taka)																	
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input 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>Timeline</th><th>Condition for Payment Release</th></tr> </thead> <tbody> <tr> <td>Upon submission of detail work plan</td><td>10% of the Total Contract Amount</td><td>Within 10 days from the commencement</td><td rowspan="4">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.</td></tr> <tr> <td>Upon finalizing the survey methodology</td><td>10% of the Total Contract Amount</td><td>Within 20 days from the commencement</td></tr> <tr> <td>Upon submission and sharing of the draft report</td><td>35% of the Total Contract Amount</td><td>Within 3 months from the commencement</td></tr> <tr> <td>Upon submitting the final report</td><td>45% of the Total Contract Amount</td><td>At the end of the assignment</td></tr> </tbody> </table>	Outputs	Percentage	Timeline	Condition for Payment Release	Upon submission of detail work plan	10% of the Total Contract Amount	Within 10 days from the commencement	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.	Upon finalizing the survey methodology	10% of the Total Contract Amount	Within 20 days from the commencement	Upon submission and sharing of the draft report	35% of the Total Contract Amount	Within 3 months from the commencement	Upon submitting the final report	45% of the Total Contract Amount	At the end of the assignment
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Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Team leader of Green Brick Initiative with the review and clearance from Programme Analyst (Environment) of UNDP CCED Cluster																	
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 criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.																	

Criteria for the Assessment of Proposals	<p>Evaluation and comparison of proposals: Prior to the Technical evaluation all proposals will be screened based on the minimum eligibility criteria mentioned below:</p> <p>Minimum eligibility criteria of the consultancy firm/organizations/research institutes:</p> <ul style="list-style-type: none"> ▪ Profile (not exceeding 15 Pages) - describing the nature of business, field of expertise, licenses, certifications, accreditations; ▪ Proof of legal status of the organization – Proposers must submit the copy of Updated registration/licenses, tax payment certificate, other related / alternative documents or certificates; ▪ Proof of Financial Strength – Proposers must submit the copy of latest audited Financial Statement (income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.); ▪ Minimum 10 (Ten) years of experience to conduct nation-wide study/research for the government/autonomous bodies/development agencies; ▪ Experience of conducting minimum 2 (two) similar type nationwide survey/studies in the field of energy efficiency, environmental management, non-regulating industry, technology suitability/initiation, pollution control, climate change mitigation or relevant field in last 5 (five) years – Documents indicating description of contract scope, contract duration, contract value, contact references must be submitted; ▪ 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. – as per the attached template <p>Minimum Eligibility Criteria for the proposed Team:</p> <p>Team Leader:</p> <ul style="list-style-type: none"> ▪ The Team Leader must have minimum Master's degree in Environmental Science / Energy / Engineering / Development Studies or Management / Social Science / Economics /Chemistry or other relevant field ▪ Must have minimum 15 years of experience to conduct study/survey or research in environment/energy field. ▪ Must have minimum 5 years of experience (out of the total 15 years) to lead a multidisciplinary team to conduct nation-wide survey/studies on environment field and at-least completed one assignment in the field of energy efficiency, environmental management, non-regulating industry, technology suitability/initiation, pollution control, climate change mitigation or relevant field. ▪ Must have basic understanding on BMI (Brick Making Industry) of Bangladesh or Energy Efficient modern brick making technology. <p>Team Members:</p> <ul style="list-style-type: none"> ▪ Environment and Emission Expert: Must have minimum Master's degree in Environmental Science/Engineering/Chemistry or other relevant field and minimum 8 years' experience environmental studies/research and emission measurement;
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- **Business Expert:** Must have MBA/masters in Economics with minimum 8 years of experience in business analysis specially cost benefit analysis/market research;
- **Brick Technology Expert:** Must have Graduate in Engineering or masters in relevant field with minimum 8 years' experience to work with Brick Technology;
- **Socio-economic Expert:** Must have masters in Sociology/ Anthropology/social-science or relevant discipline with minimum 8 years of experience in conducting socio-economic analysis.

Special Notes:

- Consultancy firm(s), organization(s), research institute(s), consultant(s) that do not meet the above eligibility criteria shall not be considered for further evaluation.
- If any consultancy firm(s), organization(s), research institute(s), consultant(s) worked in the project preparation phase and/or different implementation activities in implementing phase, shall not be eligible for this assignment.

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 – 15 Points;

☒ Qualification and Experience of the Team – 25 Points;

☒ Proposed Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan – 30 Points

Basis of Technical Evaluation:

Sl.	Evaluation Criteria	Points	Total Points
1.	Expertise of the Firm - Overall experience, qualifications of the firm/organization and understanding the assignment		
1.1	Experience and qualification of firm/organization	5	15
1.2	Previous experience to conducting similar type of assignment	5	
1.2	Overall understanding of the proposed assignment in terms of work planning	5	
2.	Team composition, qualification and experience of team		
2.1	Proposed team composition	5	25
2.2	Qualification and experience of Team Leader	10	
2.3	Qualification and experience of Team Members	10	
3.	Proposed Methodologies		

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	3.1	Relevance and appropriateness of methodology and approaches in responding the TOR	10	30
	3.2	Mentioned relevant techniques and tools for data collection and analysis	10	
	3.3	Work planning and time frame	5	
	3.4	Monitoring, quality assurance technique	5	
		Total		70
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 Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100 Rating the Financial Proposal (FP): FP Rating = 30 x (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:	<input checked="" type="checkbox"/> 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"/> Self-Declaration template & Document checklist (Annex 3) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 4) <input checked="" type="checkbox"/> Detailed TOR (Annex 5)			
Contact Person for Inquiries (Written inquiries only) ¹	<i>Mostaq Ahmed</i> Email: bd.procurement@undp.org Please mention the following in the subject while sending any written query to UNDP regarding this RFP on or before 13 May 2015 "Queries on RFP-BD-2015-007" 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.			
Other Information Pre-Proposal Conference Schedule	A pre-proposal conference will be held to share details and background of the study on 13 May 2015 (Wednesday) at 11.00 AM at UNDP Bangladesh Country Office, 12th Floor, IDB Bhaban, Agargaon, Dhaka-1207, Bangladesh.			

¹ 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.

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FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL²

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery³)

[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 of the consultancy firm/organizations/research institutes:

- Profile (not exceeding 15 Pages) - describing the nature of business, field of expertise, licenses, certifications, accreditations;
- Proof of legal status of the organization – Proposers must submit the copy of Updated registration/licenses, tax payment certificate, other related / alternative documents or certificates;
- Proof of Financial Strength – Proposers must submit the copy of latest audited Financial Statement (income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.);
- Minimum 10 (Ten) years of experience to conduct nation-wide study/research for the government/autonomous bodies/development agencies;
- Experience of conducting minimum 2 (two) similar type nationwide survey/studies in the field of energy efficiency, environmental management, non-regulating industry, technology suitability/initiation, pollution control, climate change mitigation or relevant field in last 5 (five) years – Documents indicating description of contract scope, contract duration, contract value, contact references must be submitted;
- 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. – as per the attached template

Minimum Eligibility Criteria for the proposed Team:

Team Leader:

- The Team Leader must have minimum Master's degree in Environmental Science / Energy / Engineering / Development Studies or Management / Social Science / Economics / Chemistry or other relevant field
- Must have minimum 15 years of experience to conduct study/survey or research in environment/energy field.

² This serves as a guide to the Service Provider in preparing the Proposal.

³ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

- Must have minimum 5 years of experience (out of the total 15 years) to lead a multidisciplinary team to conduct nation-wide survey/studies on environment field and at-least completed one assignment in the field of energy efficiency, environmental management, non-regulating industry, technology suitability/initiation, pollution control, climate change mitigation or relevant field.
- Must have basic understanding on BMI (Brick Making Industry) of Bangladesh or Energy Efficient modern brick making technology.

Team Members:

- **Environment and Emission Expert:** Must have minimum Master's degree in Environmental Science/Engineering/Chemistry or other relevant field and minimum 8 years' experience environmental studies/research and emission measurement;
- **Business Expert:** Must have MBA/masters in Economics with minimum 8 years of experience in business analysis specially cost benefit analysis/market research;
- **Brick Technology Expert:** Must have Graduate in Engineering or masters in relevant field with minimum 8 years' experience to work with Brick Technology;
- **Socio-economic Expert:** Must have masters in Sociology/ Anthropology/social-science or relevant discipline with minimum 8 years of experience in conducting socio-economic analysis.

Special Notes:

- Consultancy firm(s), organization(s), research institute(s), consultant(s) that do not meet the above eligibility criteria shall not be considered for further evaluation.
- If any consultancy firm(s), organization(s), research institute(s), consultant(s) worked in the project preparation phase and/or different implementation activities in implementing phase, shall not be eligible for this assignment.

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:

- Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;*
- CVs demonstrating qualifications must be submitted if required by the RFP; and*
- 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 (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*

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]*

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Self-Declaration template

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,



General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.



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

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

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

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

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

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

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

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

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

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

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

- 13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

15.0 TERMINATION

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

right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

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

23.0 AUTHORITY TO MODIFY:

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

Terms of Reference (TOR)

for

Conducting a Study on “The Present Status, Performance, Barriers and Prospects of HHK kilns in Bangladesh as an Energy Efficient Brick Making Technology”

A. Project Title:
Improving Kiln Efficiency in the Brick Making Industry of Bangladesh (IKEBMI) – GREEN Brick Project
B. Description of the Assignment
<p>This consultancy opportunity is to conduct a detail study for the GREEN Brick Project on the existing HHKs operating in Bangladesh. The purpose is to identify the present status of these technologies in terms of operational performance, business sustainability, environmental consequences, employment, policy and stakeholders’ (entrepreneurs, regulating authorities, consumers, and neighbourhood) perception etc.</p> <p>The IKEBMI/GREEN brick project, since its inception, provided support to introduce energy efficient brick making technology, namely the HHKs in Bangladesh. It created a strong momentum in the brick industry to adopt energy efficient brick technologies in Bangladesh. Five (5) HHKs have been established by the direct support of the project. Another 52 HHKs have been established by the brick entrepreneurs, which are believed to be a replication effect of the project supported demonstration kilns.</p> <p>Although a reasonable numbers of HHKs are already in operation in Bangladesh, a recent review report mentions about few complexities and contradictions regarding suitability, appropriateness, profitability and policy related issues as perceived and expressed by the stakeholders. To have a deeper knowledge and understanding on the mentioned issues, the review mission has recommend to conduct an in-depth study on the established and operating HHKs in Bangladesh.</p> <p>In this connection, the GREEN Brick Project has planned to undertake a comprehensive study to identify, pinpoint and analyse the present status of the HHKs operating in Bangladesh, covering all aspects, factors and forces that favour or disfavour the operation and growth of the HHK industry.</p>
C. Project Description:
<p>Improving Kiln Efficiency in the Brick Making Industry (IKEBMI), well known as GREEN Brick Project of UNDP Bangladesh is designed to remove barriers to the widespread adoption of energy efficient (EE) Brick kilns in the brick making industry (BMI) in Bangladesh. Brick making is one of the major sources of GHG emission in the country that is estimated to be around 6.4 million tons of Co2 annually. In addition, brick making in Bangladesh is also a major cause of land degradation and deforestation. Moreover, traditional brick making operations are mostly within the informal Small & Medium Enterprises sector and do not have financial or strong regulatory incentives to become more energy efficient. The project has introduced energy efficient kilns in the BMI of Bangladesh to replace the existing outdated technologies with the aim to reduce emission of smoke and other harmful particulates and improve local air quality as well. With the technical initiation of the EEKs, the project also provided different back-stopping support for wider use of EEKs i. e. technology options, demonstration projects, policies and regulations, capacity building of BMI operators & probable financial sourcing institutions and a massive awareness building among different stakeholders.</p> <p>The project has started in 2010 with the financial assistance from the Global Environment Facilities (GEF). The total budgeted amount is 3.00 Million USD from GEF with 10.85 Million USD expected from the private sector.</p> <p>Objective of the project:</p> <p>The main objective of the project is removal of the barriers to the adoption of cleaner and <u>energy efficient kiln</u> (EEK) technologies by the brick makers in Bangladesh. The focus is on EEK technology promotion to transform the brick making industry (BMI). The transformation is manifested in the shift to EEKs (in this case HHKs) in the BMI in Bangladesh.</p>
D. Scope of Work
<p>i. Specific task of the assignment:</p> <p>Specific task of the proposed assignment as per below;</p> <p>A. To create a primary database of all established HHK kilns in Bangladesh with basic facts and figures by capturing information directly from the kiln owners, managers, workers and kiln premises, focusing on:</p> <ul style="list-style-type: none"> ▪ <u>Basic Information</u> [Commissioning date, location, area of total land in factory premises, owner’s

information]

- Investment Detail [equity & debt]
- Operational Detail [Operating status, rated production capacity, actual production by year]
- Technology Service Providers' Information [name of service provider, country of origin and modality of the engagement, sources of design, costs of services, satisfaction on after sell service, number of factories completed, other services provided such as import of related machinery etc.]
- Employees' Profile [Number of managers & workers by gender, work division], workers engagement and payment modalities, workers socio-economic situation, salary growth over period, information on migratory workers]
- Occupational Health and Safety Measures [existing practice and compliances]
- Gender & Rights based Activities/Interventions (if any)]
- Raw materials (clay & coal) related information [sources, availability, alternatives if any, quality, quantities, prices per unit (kg/ton) over a certain period, problems etc.]
- Information about technical/skilled workers [Fireman, Machine Operator by numbers, nationality, costs/salaries].

B. To evaluate the present/average operating performance in terms of productivity and profitability of the listed HHK kilns and the factors and underlying causes of underperformance/ non-operation (if any):

- Estimate the production efficiency, calculate the gaps and causal factors
- Perform a stock taking of types and volume of investments made so far from own sources and bank loans (land, equipment, inputs/raw materials, human resources and other form of fixed or operating costs) as well as actual repayment scenario of bank loans by each HHK.
- Assess the volume and pattern of use of raw materials (soil/clay, coal, electricity etc.) and identify the associated problems if any (e.g. shortage, quality, regulatory barrier).
- Assess the human resources (managerial staff, fireman, machine operator, unskilled workers) utilization aspects and associated problems in terms of number, quality, efficiency, availability etc.
- Undertake a stock taking of the product (brick) selling volume, compare the sales by types, mode of sales procedure against demand and explain the weakness in regards to sales.
- Perform a financial analysis of the HHK establishments to assess the profitability by undertaking investment worthiness analysis (payback period, breakeven point, internal rate of return etc.) as well as income and expenditure analysis.
- Identify the technical, financial, managerial or any other potential causes/challenges of under-performing and non-operation of established HHK kilns (i. e. problems/challenges related to raw materials, skilled technician specially firemen, machine operators, potential technology service providers, after sales service, status of local technician and technical service providers, financing situation, land related etc.).

C. To analyse the sustainability issues in-terms of business prospect, present brick market demand, technology appropriateness, stakeholders' perception on HHK technologies, regulatory and policy appropriateness/gaps:

- Analyse existing market demand, market prospects, possibilities and barriers of HHK produced bricks in Bangladesh
- Assess HHK technology adopting situation in the country in terms of technology and management, technology service providers, troubleshooting and maintenance service providers etc.
- Understand stakeholders' (brick purchasers/consumers in housing and construction sector, traditional brick entrepreneurs, HHK entrepreneurs, financial institutes/banks, regulating authority, policy makers) perception on HHK technology.
- Assess existing policy appropriateness and policy gaps in terms of regulations, licencing procedures, government approval procedures, raw materials policy, tax and incentives etc.

D. To determine the environmental consequences by measuring the stack emission, ambient air quality in and around plant premise as well as any environmental degradation in neighbourhood:

- Measure the Suspended Particle Matter emitted from the kiln stack.
- Measure PM10, PM2.5, SO2, NOx, CO, and Co2 in operating HHK kiln premises.
- Provide specialist comments by comparing the emission situation with the traditional brick kiln.
- Identify any visual environmental degradation in neighbourhood.

[Emission study will be conducted on minimum 4 HHK plants (2 from the project supported demos and 2 from the other HHKs established by the entrepreneurs without any direct project support) representing two different technology service providers]

- E. To recommend technology appropriateness and sustainability by analysing all above issues as well as provide specialist recommendation on any course correction, policy measures/adjustments, and institutional arrangements for the sustainable HHK business and further technology diffusion

ii. Proposed methodology;

A combined methodology referring quantitative and qualitative techniques and collection, use/analysis of both primary (mainly) and secondary data should be used for the proposed study. The potential bidder is required to specify the detailed methodology in their technical proposal. The following are the prerequisites and bindings for the study methodology.

- Review of secondary documents: Review of published and unpublished secondary documents prepared by the project and other stakeholders.
- Primary data collection: Conduct survey by using suitable tool/tools for collection of primary information i. e. questionnaire survey, interview, observation etc.
- Instrument based technical survey: Collect and analyze the emission and ambient air-quality data by using any validated instrument and method.
- Participatory method: Use suitable participatory method/tools to collect information on stakeholder's perception

E. Expected Outputs	Timeline (starting from the date of contract signing)
- Agreed action plan to carry out the assignment is prepared	10 days
- Detailed survey methodology finalized in consultation with UNDP	15 days
- Field survey and data processing completed	45 days
- Presentation on draft findings in an internal sharing session delivered	15 days
- Draft study report submitted	15 days
- Final report submitted	20 days
Total	120 days

F. Impact of Results

Energy efficient brick kiln is a relatively new business in Bangladesh. Although a reasonable number of HHKs are commercially operating but the existing entrepreneurs are encountering many associated problems. The proposed study aims to identify the pros and cons of HHKs in Bangladesh which will significantly help addressing the problems, issues and concerns and add knowledge and insights to have better policy support and planning at macro level which will ultimately contribute towards the sustainability of HHK business in the Brick making Industry.

G. Institutional Arrangement

The contracted firm will report to Team Leader, GREEN Brick Initiative. A performance evaluation will be carried out at the end of the assignment.

The work will be guided and reviewed by the Programme Analyst (Environment) of CCED Cluster/UNDP Bangladesh with assurance support from the Team Leader, GREEN Brick Initiative, UNDP Bangladesh.

H. Duration of the Work and Duty Station

The duration of the assignment will be four (4) months from the date of commencement (contract signing) of the assignment.

The main duty station is in Dhaka (in their own office). The assignment requires frequent travel in and outside Dhaka for conducting survey, interview and other data collection procedures. The potential contractor will need to visit GREEN Brick Project and UNDP office to participate sharing and progress related meetings as per requirements.

Not

I. Final Products/Services/deliverables																	
<ul style="list-style-type: none"> ▪ Prepare and submit a detail plan of action describing total implementation process of the mentioned assignment. ▪ Prepare and submit detail survey methodology including instrument based environmental data collection method. ▪ Prepare and share draft findings based on collected data and information on core issues as; i) existing established HHK ii) present status of established HHK iii) Emission and environmental situation of HHK iv) employment situation v) stakeholders perceptions vi) recommendation on sustainability issues. ▪ Prepare and submitted final report in hard and soft format. ▪ Submit all raw copies of filled-up data collection format and database in soft and hard form. 																	
J. Scope of Bid Price and Schedule of Payments																	
<p>Remuneration of the successful contractor will be fixed and bids should be submitted on this basis. No adjustment will be given for the period and determined by the specified outputs as per this TOR. The price should take into account all HR costs and professional fees, instrument rent, travel costs, DSA, subsistence and ancillary expenses.</p> <p>UNDP shall effect payments, by bank transfer to the consultancy firm's bank account, upon acceptance by UNDP of the deliverables specified in the ToR. Payments will be made in tranches based on the following percentages and milestones:</p> <table> <tr> <th>Installments</th><th>Amount</th><th>Milestone</th></tr> <tr> <td>First Installment</td><td>10%</td><td>Upon submission of detail work plan</td></tr> <tr> <td>Second Installment</td><td>10%</td><td>Upon finalizing the survey methodology</td></tr> <tr> <td>Third Installment</td><td>35%</td><td>Upon submission and sharing of the draft report</td></tr> <tr> <td>Last Installment</td><td>45%</td><td>Upon submitting the final report</td></tr> </table> <p>Invoices shall indicate the milestones achieved and corresponding amount payable.</p> <p>The contracting agency should follow the plan and procedures as outlined in the work contract. Payment will be made through Electronically Fund Transfer (EFT) to the account of the consulting firm. For each installment the firm has to submit a request letter duly signed and describing the agreed accomplishment. The final payment will be made upon acceptance of the final reports, soft files and hard data.</p>			Installments	Amount	Milestone	First Installment	10%	Upon submission of detail work plan	Second Installment	10%	Upon finalizing the survey methodology	Third Installment	35%	Upon submission and sharing of the draft report	Last Installment	45%	Upon submitting the final report
Installments	Amount	Milestone															
First Installment	10%	Upon submission of detail work plan															
Second Installment	10%	Upon finalizing the survey methodology															
Third Installment	35%	Upon submission and sharing of the draft report															
Last Installment	45%	Upon submitting the final report															
K. Qualification of the Successful Contractor																	
<p>This is a high profile study related assignment requiring senior and professional advice based on substantive experience and qualifications of the contracting firm(s)/organization(s)/research institute(s), based on a team approach comprising several experts. The firm(s)/organization(s)/research institute(s) will be invited to submit a detailed delivery proposal along with suitable methodologies and CVs for the team leader and any other key experts</p> <p>Evaluation and comparison of proposals: Prior to the Technical evaluation all proposals will be screened based on the minimum eligibility criteria mentioned below:</p> <p>Minimum eligibility criteria of the consultancy firm/organizations/research institutes:</p> <ul style="list-style-type: none"> • Profile (not exceeding 15 Pages) - describing the nature of business, field of expertise, licenses, certifications, accreditations; • Proof of legal status of the organization – Proposers must submit the copy of Updated registration/licenses, tax payment certificate, other related / alternative documents or certificates; • Proof of Financial Strength – Proposers must submit the copy of latest audited Financial Statement (income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.); • Minimum 10 (Ten) years of experience to conduct nation-wide study/research for the government/autonomous bodies/development agencies; • Experience of conducting minimum 2 (two) similar type nationwide survey/studies in the field of energy efficiency, environmental management, non-regulating industry, technology suitability/initiation, 																	

pollution control, climate change mitigation or relevant field in last 5 (five) years – Documents indicating description of contract scope, contract duration, contract value, contact references must be submitted;

- 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. – as per the attached template

Minimum Eligibility Criteria for the proposed Team:

Team Composition:

The Team shall be comprised of at least 5 members of key experts (not changeable after submission of CVs along with proposal) :

- Team leader – 1 position
- Brick Technology Expert – 1 Position
- Environment and Emission Expert – 1 position
- Business Expert – 1 position
- Socio-Economic Expert – 1 position

Consultancy firm(s), organization(s), research institute(s), consultant(s) must ensure availability of the technical resource persons in the team (as per proposed team composition) during the period of contract to render technical/oversight services as per requirement.

Team Leader:

- The Team Leader must have minimum Master's degree in Environmental Science / Energy / Engineering / Development Studies or Management / Social Science / Economics /Chemistry or other relevant field
- Must have minimum 15 years of experience to conduct study/survey or research in environment/energy field.
- Must have minimum 5 years of experience (out of the total 15 years) to lead a multidisciplinary team to conduct nation-wide survey/studies on environment field and at-least completed one assignment in the field of energy efficiency, environmental management, non-regulating industry, technology suitability/initiation, pollution control, climate change mitigation or relevant field.
- Must have basic understanding on BMI (Brick Making Industry) of Bangladesh or Energy Efficient modern brick making technology.

Team Members:

- **Environment and Emission Expert:** Must have minimum Master's degree in Environmental Science/Engineering/Chemistry or other relevant field and minimum 8 years' experience environmental studies/research and emission measurement;
- **Business Expert:** Must have MBA/masters in Economics with minimum 8 years of experience in business analysis specially cost benefit analysis/market research;
- **Brick Technology Expert:** Must have Graduate in Engineering or masters in relevant field with minimum 8 years' experience to work with Brick Technology;
- **Socio-economic Expert:** Must have masters in Sociology/ Anthropology/social-science or relevant discipline with minimum 8 years of experience in conducting socio-economic analysis.

Special Notes:

- Consultancy firm(s), organization(s), research institute(s), consultant(s) that do not meet the above eligibility criteria shall not be considered for further evaluation.
- If any consultancy firm(s), organization(s), research institute(s), consultant(s) worked in the project preparation phase and/or different implementation activities in implementing phase, shall not be eligible for this assignment.