

REQUEST FOR PROPOSAL (AMENDMENT)

Hiring Organization for strengthening capacities for resilience and conflictsensitive practice in Cox's Bazar District

RFP No.: UNDP-BD-CXB-RFP-2019-001
Project: Community Cohesion Project (CCP)

Country: Bangladesh

Issued on: 7 November 2019

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

This RFP includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet (BDS):

Section 1: This Letter of Invitation Section 2: Instruction to Bidders

Section 3: Bid Data Sheet (BDS)

Section 4: Evaluation Criteria
Section 5: Terms of Reference

Section 6: Returnable Bidding Forms

o Form A: Technical Proposal Submission Form

o Form B: Bidder Information Form

o Form C: Joint Venture/Consortium/Association Information Form

o Form D: Qualification Form

o Form E: Format of Technical Proposal

o Form F: Financial Proposal Submission Form

o Form G: Financial Proposal Form

If you are interested in submitting a Proposal in response to this RFP, please prepare your Proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the Deadline for Submission of Proposals set out in Bid Data Sheet.

Please acknowledge receipt of this RFP by sending an email to

e-bidboxcxb.bd@undp.org, indicating whether you intend to submit a Proposal or otherwise. You may also utilize the "Accept Invitation" function in eTendering system, where applicable. This will enable you to receive amendments or updates to the RFP. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Bid Data Sheet as the focal point for queries on this RFP.

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

Issued by:

Name: Habiqul Islam

Title: Operations Manager, CXB

Date: **November 12, 2019**

Approved by:

Name: Trevor D. Clark

Title: Head of CXB Crisis Response Office

Date: November 12, 2019

Section 2. Instruction to Bidders

A. GENERAL PROVISIONS

1. Introduction

- 1.1 Bidders shall adhere to all the requirements of this RFP, including any amendments in writing by UNDP. This RFP is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d
- 1.2 Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFP.
- 1.3 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.

Fraud & Corruption, Gifts and Hospitality

- 2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti
- 2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.
- 2.3 In pursuance of this policy, UNDP
 (a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;
 (b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or

fraudulent practices in competing for, or in executing a UNDP

| | | contract. |
|-----------------------------|-----|--|
| | 2.4 | All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at |
| | | http://www.un.org/depts/ptd/pdf/conduct_english.pdf |
| 3. Eligibility | 3.1 | A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations. |
| | 3.2 | It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP. |
| 4. Conflict of Interests | 4.1 | Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they: |
| | 4.2 | a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such a conflict exists. |
| | 4.3 | Similarly, the Bidders must disclose in their proposal their knowledge of the following: |
| | | a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are |

- family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
- b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

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

4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal.

B. PREPARATION OF PROPOSALS

- 5. General Considerations
- 5.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
- 5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the UNDP
- 6. Cost of
 Preparation of
 Proposal
- 6.1 The Bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
- 7. Language
- 7.1 The Proposal, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.
- 8. Documents
 Comprising the
 Proposal
- 8.1 The Proposal shall comprise of the following documents:
 - a) Documents Establishing the Eligibility and Qualifications of the Bidder;
 - b) Technical Proposal;
 - c) Financial Proposal;
 - d) Proposal Security, if required by BDS;

| | e) Any attachments and/or appendices to the Proposal. |
|--|--|
| 9. Documents Establishing the Eligibility and Qualifications of the Bidder | 9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction. |
| 10. Technical Proposal Format | 10.1 The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP. |
| and Content | 10.2 The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive. |
| | 10.3 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by UNDP, and at no expense to UNDP |
| | 10.4 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the services and/or equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS. |
| 11. Financial Proposals | 11.1 The Financial Proposal shall be prepared using the Standard Form provided in Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs. |
| | 11.2 Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price. |
| | 11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal. |
| 12. Proposal Security | 12.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal. |
| | 12.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected. |

- 12.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal.
- 12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in BDS.
- 12.5 The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in the event of any one or combination, of the following conditions:
 - a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or;
 - b) In the event that the successful Bidder fails:
 - i. to sign the Contract after UNDP has issued an award; or
- 12.6 to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.

13. Currencies

- 13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:
 - a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
 - b) In the event that UNDP selects a proposal for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

14. Joint Venture, Consortium or Association

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

venture.

- 14.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.
- 14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal.
- 14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.
- 14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:
 - a) Those that were undertaken together by the JV, Consortium or Association; and
 - b) Those that were undertaken by the individual entities of the JV, Consortium or Association.
- 14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.
- 14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.

15. Only One Proposal

- 15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.
- 15.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:
 - a) they have at least one controlling partner, director or shareholder in common; or
 - b) any one of them receive or have received any direct or indirect subsidy from the other/s; or

c) they have the same legal representative for purposes of this RFP; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Bidder regarding this RFP process; e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder; or f) some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal. 16. Proposal 16.1 Proposals shall remain valid for the period specified in the BDS, Validity Period commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive. 16.2 During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price. Extension of 17.1 In exceptional circumstances, prior to the expiration of the 17. **Proposal Validity** proposal validity period, UNDP may request Bidders to extend Period the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal. 17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal. 17.3 The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated. 18. Clarification **18.1** Bidders may request clarifications on any of the RFP documents of Proposal no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received. **18.2** UNDP will provide the responses to clarifications through the method specified in the BDS.

| | 18.3 UNDP shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary. | |
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| 19. Amendment of Proposals | 19.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders. | |
| | 19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals. | |
| 20. Alternative Proposals | 20.1 Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNDP shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal. 20.2 If multiple/alternative proposals are being submitted, they must | |
| | be clearly marked as "Main Proposal" and "Alternative Proposal" | |
| 21. Pre-Bid Conference | 21.1 When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to RFP. | |
| C. SUBMISSION AND OPENING OF PROPOSALS | | |

22. Submission

- 22.1 The Bidder shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the BDS. The submission shall be in the manner specified in the BDS.
- 22.2 The Proposal shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Proposal.
- 22.3 Bidders must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.

Hard copy (manual) submission

- 22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:
 - a) The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.
 - b) The Technical Proposal and the Financial Proposal envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope SHALL clearly indicate the name of the Bidder. The outer envelopes shall:
 - i. Bear the name and address of the bidder;
 - ii. Be addressed to UNDP as specified in the BDS
 - iii. Bear a warning that states "Not to be opened before the time and date for proposal opening" as specified in the BDS.

Email Submission

If the envelopes and packages with the Proposal are not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

- 22.5 Email submission, if allowed or specified in the BDS, shall be governed as follows:
 - a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;
 - b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE. The financial proposal shall be encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the BDS.
 - c) The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose Technical Proposal has been found to be technically responsive. Failure to provide correct password may result in the proposal being rejected.
- 22.6 Electronic submission through eTendering, if allowed or specified in the BDS, shall be governed as follows:
 - a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;
 - b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled.
 - d) The Financial Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose technical proposal has been found to be technically responsive. Failure to provide the correct password may result in the proposal being rejected.
 - c) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivery as per the instructions in BDS.
 - d) Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link:

eTendering submission

| | http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/ |
|--|--|
| 23. Deadline for Submission of Proposals and Late Proposals | 23.1 Complete Proposals must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognize the date and time that the bid was received by UNDP |
| | 23.2 UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals. |
| 24. Withdrawal, Substitution, and Modification of | 24.1 A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission. |
| Proposals | 24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Proposal by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION" |
| | 24.3 eTendering: A Bidder may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos. |
| | 24.4 Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened |
| 25. Proposal Opening | 25.1 There is no public bid opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at least two (2) members. In the case of e-Tendering submission, bidders will receive an automatic notification once their proposal is opened. |
| D. EVALUATION | OF PROPOSALS |
| 26. Confidentialit | 26.1 Information relating to the examination, evaluation, and |

| У | comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award. 26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison |
|---|---|
| | of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal and may be subject to the application of prevailing UNDP's vendor sanctions procedures. |
| 27. Evaluation of Proposals | 27.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP. UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals. |
| | 27.2 Evaluation of proposals is made of the following steps: a) Preliminary Examination b) Minimum Eligibility and Qualification (if pre-qualification is not done) c) Evaluation of Technical Proposals d) Evaluation of Financial Proposals |
| 28. Preliminary Examination | 28.1 UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at this stage. |
| 29. Evaluation of Eligibility and Qualification | 29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria). |
| | 29.2 In general terms, vendors that meet the following criteria may be considered qualified: a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other |

- resources applicable to the provision of the services required;
- d) They are able to comply fully with UNDP General Terms and Conditions of Contract;
- e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and
- f) They have a record of timely and satisfactory performance with their clients.

30. Evaluation of Technical and Financial Proposals

- 30.1 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the BDS. When necessary and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the bid document where required.
- 30.2 In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.
- 30.3 The evaluation method that applies for this RFP shall be as indicated in the BDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Bidders; or (b) the combined scoring method which will be based on a combination of the technical and financial score.
- 30.4 When the BDS specifies a combined scoring 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) \times 100

| | Rating the Financial Proposal (FP): | | |
|--------------------------------|--|--|--|
| | FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100 | | |
| | Total Combined Score: | | |
| | Combined Score = (TP Rating) x (Weight of TP, e.g. 70%) + (FP | | |
| | Rating) x (Weight of FP, e.g., 30%) | | |
| | | | |
| 31. Due Diligence | 31.1 UNDP reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following: a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract. | | |
| 32. Clarification of Proposals | 32.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Bidder for a clarification of its Proposal. | | |
| | 32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide | | |

- clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP.
- 32.3 Any unsolicited clarification submitted by a Bidder in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

33. Responsivenes s of Proposal

- 33.1 UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself. A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.
- 33.2 If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

34. es, Reparable Errors and **Omissions**

- Nonconformiti 34.1 Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.
 - 34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. omission shall not be related to any aspect of the price of the Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.
 - 34.3 For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:
 - a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount

| | expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. |
|--|---|
| | 34.4 If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected. |
| E. AWARD OF CO | ONTRACT |
| 35. Right to Accept, Reject, Any or All Proposals | 35.1 UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer. |
| 36. Award Criteria | 36.1 Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS. |
| 37. Debriefing | 37.1 In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Bidder's submission shall not be discussed. |
| 38. Right to Vary Requirements at the Time of Award | 38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions. |
| 39. Contract Signature | 39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and on which event, UNDP may award the Contract to the Second Ranked Bidder or call for new Proposals. |
| 40. Contract Type and General Terms and Conditions | 40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html |

| 41. Performance Security | 41.1 40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at <a 15="" advanced%20payment%20guarantee%20form.docx&action="default</a" contract%20management%20payment%20and%20taxes="" document="" href="https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP POPP DOCUMENT LIBRARY/Public/PSU Solicitation_Performance%20Guarantee%20Form.docx&action=default_within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.</th></tr><tr><td>42. Bank Guarantee for Advanced Payment</td><td>42.1 Except when the interests of UNDP so require, it is UNDP's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at |
|-----------------------------|--|
| 43. Liquidated Damages | 43.1 If specified in BDS, UNDP shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract. |
| 44. Payment Provisions | 44.1 Payment will be made only upon UNDP's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of contract. |
| 45. Vendor Protest | 45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/operations/proc |

| | urement/business/protest-and-sanctions.html |
|-------------------------|--|
| 46. Other Provisions | 46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar services, UNDP shall be entitled to same lower price. The UNDP General Terms and Conditions shall have precedence. |
| | 46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence. |
| | 46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer |

SECTION 3. BID DATA SHEET

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

| BDS No. | Ref. to Section. 2 | Data | Specific Instructions / Requirements |
|------------|--------------------------|---|---|
| 1 | 7 | Language of the Proposal | English |
| 2 | | Submitting Proposals for Parts or sub-parts of the TOR (partial bids) | Not Allowed |
| 3 | 20 | Alternative Proposals | Shall not be considered |
| 4 | 21 | Pre-proposal conference | Will be Conducted IDB Bhaban, UNDP Bangladesh, Sher-e Bangla Nagar, Agargoan, Dhaka Time: 2.00 pm Date: November 11, 2019 2:00 PM Venue: 19 th floor, IDB Bhaban, The UNDP focal point for the arrangement is: Habiqul Islam Telephone: E-mail: e-bidboxcxb.bd@undp.org Note: Please bring NID/Passport/driving licence or credit/debit card with photo in order to enter into IDB Bhaban for pre-bid meeting. |
| 5 | 10 | Proposal Validity Period | 90 days |

| 6 | 14 | Bid Security | Not Required |
|----|------------------|---|---|
| 7 | 41 | Advanced Payment upon signing of contract | Not Allowed |
| 8 | 42 | Liquidated Damages | Will be imposed as follows: ☑ Will be imposed under the following conditions: - Percentage of contract price per day of delay: 0 .1 % Max. no. of days of delay: 20 days after which UNDP may terminate the contract. |
| 9 | 40 | Performance Security | Not Required |
| 10 | 18 | Currency of Proposal | Local currency BDT |
| 11 | 31 | Deadline for submitting requests for clarifications/ questions | 12 November 2019 days before the submission deadline |
| 12 | 31 | Contact Details for submitting clarifications/questions | Focal Person in UNDP: Habiqul Islam Address: IDB Bhaban, Agargoan, Dhaka E-mail address: e-bidbox.cxb.bd@undp.org |
| 13 | 18, 19 and 21 | Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries | Posted directly to eTendering |
| 14 | 23 | Deadline for Submission | Date and Time: 24 November 2019, 4:30 pm (Bangladesh Local time) PLEASE NOTE:- 1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated |

| 14 | 22 | Allowable Manner of | elsewhere, in case they are different. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system. 2. Submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist. |
|----|----|--|---|
| 14 | | Submitting Proposals | □ Courier/Hand Delivery □ Submission by email √□ e-Tendering □ Online bidding in e-Tendering module through: 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 attached Instruction to bidders / user guide. Please note: • It is strongly recommended to create your username with two parts, your first name and last name separated by ".", similar to the one shown above; |
| 15 | 22 | Proposal Submission Address | e-bidboxcxb.bd@undp.org https://etendering.partneragencies.org BID10-RFP-CXB-01 |
| 16 | 22 | Electronic submission (email or eTendering) requirements | Format: PDF files only File names must be maximum 60 characters long and must not contain any letter or special |

| | | | character other than from Latin alphabet/keyboard. All files must be free of viruses and not corrupted. Password for technical proposal must not be provided to UNDP until the date as indicated in No. 14 (for email submission only) Password for financial proposal must not be provided to UNDP until requested by UNDP Max. File Size per transmission: 3.5 MB Mandatory subject of email: RFP-BD-CXB-2019-001 Documents which are required in original (e.g. Proposal Security) should be sent to the below address with a PDF copy submitted as part of the electronic submission via e-tendering. |
|----|----------|---|---|
| 17 | 27 36 | Evaluation Method for the Award of Contract | Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively The minimum technical score required to pass is 70% or 49 points |
| 18 | | Expected date for commencement of Contract | December 11, 2019 |
| 19 | | Maximum expected duration of contract | 5.5 Months |
| 20 | 35 | UNDP will award the contract to: | One Proposer Only |
| 21 | 39 | Type of Contract | Purchase Order and Contract for Goods and Services for UNDP http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html |
| 22 | 39 | UNDP Contract Terms and Conditions that will apply | UNDP General Terms and Conditions for Professional Services http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html |

| 23 | Other Information Related to the RFP | 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;2. |
|----|--------------------------------------|---|
| | | The file with the "FINANCIAL PROPOSAL" must be encrypted with a password so that it cannot be opened nor viewed until the Proposal has been found to pass the technical evaluation stage; For details please see section D: SUBMISSION AND OPENING OF PROPOSALS under Instruction to Proposers of this document |

1. Capacity/Expertise of the organization

2. Proposed Methodology, Approach and Implementation Plan.

3. Team structure and Capacity of Key personnel

| Crite | eria of Technical & Financial Proposal Evaluation | Weight agains total points | |
|-------|--|----------------------------|----|
| 1 | Capacity/Expertise of the organization | 20% | 20 |
| 1.1 | Overall experience in the provision of research/ studies/evaluations related to peace and conflict/ /community safety in Bangladesh or in the region | 15% | 15 |
| 1.2 | Experience in working with UN agencies and/or other development partners with similar assignments | 5% | 5 |
| 2. | Proposed Methodology, Approach and Implementation Plan. | 30% | 30 |
| 2.1 | Extent of understanding the project requirement/ToR. | 10% | 10 |
| 2.2 | Implementation Plan, Methodology, Risk Mitigation Plan | 20% | 20 |
| 3. | Team structure and Capacity of Key personnel | 20% | 20 |
| 3.1 | Expertise of the Team Leader - Education: 50 - Experience: 50 | 10% | 10 |
| 3.2 | Expertise of the Team members - Education: 50 Experience: 50 | 10% | 10 |
| Gran | nd total | | 70 |

Preliminary Examination Criteria

Proposals will be examined to determine whether they are complete and submitted in accordance with RFP requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney
- Minimum documents provided
- Technical and Financial Proposals submitted separately
- Bid Validity
- Bid Security submitted as per RFP requirements with compliant validity period

Minimum Eligibility and Qualification Criteria

Eligibility and Qualification will be evaluated on Pass/Fail basis.

If the Proposal is submitted as a Joint Venture/Consortium/Association, each member should meet minimum criteria, unless otherwise specified in the criterion.

| Subject | Criteria | Document Submission requirement |
|--------------|---|--|
| ELIGIBILITY | | |
| Legal Status | Vendor is a legally registered entity. | Form B: Bidder Information Form |
| Eligibility | Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. in accordance with RFP clause 3. Prior to the technical evaluation all proposals will be screened based on the minimum eligibility criteria mentioned below: Minimum eligibility criteria for the organization: The organization will have all legal papers e.g. valid registration/trade license, latest audit reports and other updated documents to run a business in a legal way; Profile (profile which should not exceed fifteen pages including any printed brochure relevant to the services being procured) - describing the nature of business, field of expertise, licenses, certifications, accreditations. Latest audited Financial Statements (two years) - income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. Written self-declaration that the organization is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN ineligibility List (As per Annex IV); | Form A: Technical Proposal Submission Form |

- The organization must have track record of minimum 5 years of working in development sector;
- At least five years of experience in conducting research on conflict/ community safety or in relevant issues
- Proven experience in community mobilization and training in Bangladesh;
- Minimum Qualifications and experience of the Key personnel of organization:

Team Leader/Lead Researcher -1:

- Post Graduate degree in Conflict Management/ International Relations/Law/Social Science/Or any other relevant discipline
- Minimum 15 years' experience working in development sector with INGO/ UN agencies/ Donor
- 5 years' experience in the region on conflict analysis/ community safety

2 Senior Researcher 1

- Post Graduate degree in Conflict Management/ International Relations/Law/Social Science/Or any other relevant discipline
- Minimum 10 years' experience in the region on conflict analysis/ community safety
- 3 Researcher (s) 2 Post:
- Graduate degree in International Relations/Social Science/Or any other relevant discipline
- Minimum 5 years' experience in the region on conflict analysis/ community safety
- 4 Trainer/Resource person1
- Post Graduate degree in International Relations/development studies/Social Science/Or any other relevant discipline

| | Minimum 10 years' experience in designing and delivering training on social issues Note: If the firm /organization wants to propose human resources in addition to the above requirements, it may do so with a justification for the addition; | |
|---|--|--|
| Conflict of Interest | No conflicts of interest in accordance with RFP clause 4. | Form A: Technical Proposal Submission Form |
| Bankruptcy | Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future. | Form A: Technical Proposal Submission Form |
| | Any additional criteria if required | |
| QUALIFICATION | | |
| History of Non- Performing Contracts ¹ | Non-performance of a contract did not occur as a result of contractor default for the last 3 years. | Form D: Qualification Form |
| Litigation History | No consistent history of court/arbitral award decisions against the Bidder for the last 3 years. | Form D: Qualification Form |
| Previous Experience | Minimum 5 years of relevant experience. | Form D: Qualification Form |
| | Minimum 2 contracts of similar value, nature and complexity implemented over the last 3 years. (For JV/Consortium/Association, all Parties cumulatively should meet requirement). | Form D: Qualification Form |
| Financial Standing | Minimum average annual turnover of USD 300,000 for the last 3 years. (For JV/Consortium/Association, all Parties cumulatively should meet requirement). | Form D: Qualification Form |
| | Bidder must demonstrate the current soundness of | Form D: |

¹ Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

| its financial standing and indicate its prospective long-term profitability. | Qualification Form |
|--|-----------------------|
| (For JV/Consortium/Association, all Parties cumulatively should meet requirement). | |
| Any additional criteria if required | |

Technical Evaluation Criteria

[Adjust the below criteria as necessary to fit your TOR requirements. Below are just some examples]

| Summary of Technical Proposal Evaluation Forms | | Points Obtaina ble |
|--|-----------------------------------|-----------------------------|
| 1. Bidder's qualification, capacity and experience | | 30 |
| 2. Proposed Methodology, Approach and Implement | tation Plan | 40 |
| 3. Management Structure and Key Personnel | | 30 |
| Total | | 70 |
| Criteria of Technical & Financial Proposal Evaluation | Weight against total points/score | Obtainable points/ Score |
| 1 Capacity/Expertise of the organization | 20% | 20 |
| 1.1 Overall experience in the provision of research/ studies/evaluations related to peace and conflict/ /community safety in Bangladesh or in the region | 15% | 15 |
| 1.2 Experience in working with UN agencies and/or other development partners with similar assignments | 5% | 5 |
| 2. Proposed Methodology, Approach and Implementation Plan. | 30% | 30 |
| 2.1 Extent of understanding the project requirement/ToR. | 10% | 10 |
| 2.2 Implementation Plan, Methodology, Risk Mitigation Plan | 20% | 20 |
| 3. Team structure and Capacity of Key personnel | 20% | 20 |
| 3.1 Expertise of the Team Leader - Education: 50 - Experience: 50 | 10% | 10 |
| 3.2 Expertise of the Team members - Education: 50 Experience: 50 | 10% | 10 |
| Grand total | | 70 |

Revised Terms of Reference (TOR)

Hiring Organization for strengthening capacities for resilience and conflict-sensitive practice in Cox's Bazar District

1. Project Title: Sustaining Peace in Cox's Bazar: strengthening capacities for resilience and conflict-sensitive practice.

2. Background/Project Description:

Since 2017, approximately 750,000 Rohingya have fled violence at the hands of the Myanmar military, which has led a decades-long systematic effort to repress the Muslim minority group. As a result, Bangladesh is now host to one of the largest refugee populations in the world: more than 910,000² reside in densely-populated camps and settlements across Cox's Bazar district, while a significant number of people of various ethnic groups, including Rohingya, are forcibly displaced within Rakhine and reportedly in Paletwa Chin State as a result of ongoing conflict between the Arakan Army and the Myanmar military.

The situation is constantly evolving. Cox's Bazar is grappling with interlocking challenges relating to the crisis, including how to address the humanitarian needs of the Rohingya while ensuring basic service delivery for the local population, and how to mitigate the multiple social, economic, environmental, political, and security implications of the crisis. Meanwhile, recent escalations in violence in Northern Rakhine suggest that security in the northwest of Myanmar will continue to deteriorate. As the situation in Cox's Bazar becomes more protracted, tensions between and among the host community and the Rohingya refugee population are growing. If left unaddressed, these tensions not only threaten to undermine the system-wide humanitarian response but have the potential to seriously damage the social fabric of the district, which would have far-reaching implications for the local population and humanitarian and development actors alike.

In light of this, there is an urgent need for more analysis-informed, conflict-sensitive programming that places prevention and mediation at the centre of the UN's work in Cox's Bazar district. Prevention-driven policy and practice that promotes social and economic development district-wide, addresses the root causes of fragility and tension among and between communities, and reduces humanitarian needs and vulnerabilities is vital. However, such responses must be complemented by the development of a more coherent and coordinated approach among humanitarian, peace, and development actors that incentivizes and supports increased investments in prevention.

With an overarching view to alleviate tensions and sustain peace in the region, this project aims to strengthen the UN's ability to effectively respond to peace, development, and humanitarian needs in Cox's Bazar by: i) improving understanding of the sub-regional context; ii) building institutional capacities to integrate conflict-sensitive, peace-oriented considerations into policy and practice; and iii) strengthening existing mediation, mitigation, and conflict prevention efforts. To achieve this, the project comprises two key activities: 1) a conflict and development analysis of the situation in Cox's Bazar, which includes a mapping of existing and potential community-based mitigation, mediation, and conflict prevention

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mechanisms; and 2) conflict-sensitivity and conflict prevention training for key stakeholders working in Cox's Bazar.

UNDP is in a process of hiring a suitable institution/research organization to implement to achieve the intended output in 25 unions of eight Upazillas under Cox's Bazar district.

3. Working Area:

The selected organization will implement assigned activities in 25 Unions of 8 Upazillas under Cox's Bazar as described in below table:

| Name of Upazila | Number of Unions |
|-------------------|------------------|
| Cox's Bazar Sadar | 3 |
| Ramu | 2 |
| Chakoria | 2 |
| Maheshkhali | 2 |
| Kutubdia | 2 |
| Pekua | 2 |
| Teknaf | 6 |
| Ukhia | 6 |
| Total | 25 |

4. Outcomes, Outputs, Activities, and Timeline

Specific Objective: Overall objective of the hiring **Organization** is to "(1) Produce a comprehensive conflict and development analysis, including a current response assessment, in Cox's Bazar district and (2) develop the capacities of relevant stakeholders through targeted conflict-sensitivity training".

The selected organization needs to achieve the following outputs:

Output 1 – Improved institutional knowledge of the needs and challenges of, and opportunities for, peace-development and humanitarian programme in CXB.

Output 2: Improved institutional capacity to integrate conflict sensitivity and prevention considerations into UN programme and policy.

i. OUTCOMES

With an overarching view to ensure that the UN can effectively respond to the myriad needs of Cox's Bazar district, this project seeks to strengthen institutional capacities to sustain peace, alleviate tensions, and enhance community resilience. Accordingly, the project will focus on achieving the four following outcomes:

Outcome 1: Increased access to and greater generation of analysis, evidence, and knowledge to inform effective policy and programme development

Outcome 2: Increased capacity of stakeholders to prevent, mediate, and mitigate tensions and sustain peace

Outcome3:Improvedinstitutional capacities to plan and deliver conflict-sensitive humanitarian, peace, and development programming at the local/district level

Outcome 4: Enhanced knowledge and understanding of the centrality of prevention to effective coordination and coherence across humanitarian, development, and peacebuilding

ii. KEY OUTPUTS AND PROPOSED ACTIVITIES

The following outputs are derived from the above-stated outcomes and incorporate two key activity areas. Activity 1 will guide and form the basis for Activity 2 (2.1, 2.2). Activity 1 must precede Activity 2.

Expected Output 1 – IMPROVED INSTITUTIONAL KNOWLEDGE OF THE NEEDS AND CHALLENGES OF, AND OPPORTUNITIES FOR, PEACE-DEVELOPMENT-AND HUMANITARIAN PROGRAMMMING IN CXB

Activity 1: Conduct conflict and development analysis of the situation in Cox's Bazar

Context: Historically a popular tourist destination in Bangladesh due to its long coastline, the rapid influx of Rohingya refugees in late 2017 has left the district's main town, Cox's Bazar Sadar, awash with aid and development staff who serve as the main providers of humanitarian and development assistance to affected communities. Meanwhile, the Rohingya population now outnumber the local population 2 to 1 in Ukiyha and Teknaf upazilas, which are host to the largest refugee settlements. As the situation becomes more protracted, the strain of the Rohingya crisis is increasingly being felt across a district that faced serious economic and development challenges well before the 2017 crisis began. Indeed, with the majority of funding targeted toward addressing the needs of the Rohingya population and that of the immediate surrounding host communities, there is concern that an already lagging district may fall further behind. At the same time, as resources dwindle and the frustrations of both the host community and the Rohingya population grow, the crisis is presenting various inter-connected social, cultural, economic, environmental, political, and security challenges, including but not limited to: rising social tensions; a surge in illicit economies; organized crime; gender-based violence; increasing environmental damage; and growing negative perceptions of the Rohingya population among the broader Bangladeshi community. In order to better understand and respond to the complex needs of the district and the Rohingya response at large, UNDP proposes to lead in undertaking a deep-dive conflict and development analysis of Cox's Bazar district. The conflict and development analysis will comprise two parts:

- 1. Conflict Analysis: This portion of the analysis will examine the social, cultural, economic, environmental, political, and security elements that contribute to the current context, while offering insights into broader trends, needs, challenges, and opportunities to sustaining peace in Cox's Bazar district. This will incorporate a gender analysis of conflict dynamics.
- Current Response Assessment: This portion of the analysis will map existing mediation, mitigation, and prevention mechanisms, including relevant UN policies and programming, and identify entry points for strengthening prevention-focused practice and policy across the humanitarian, peace, and development pillars.

Purpose: Strategic planning, conflict-sensitive programming, conflict prevention and early

warning

Level: District/Local

Potential Users: UN agencies including ISCG members, implementing partners, and national

authorities

Duration: 3.5 months (for detailed timeline please following section)

Location of Study: Research will be conducted district-wide with a focus on dynamics at the Union Parishad level. The study will therefore be centred on the following areas: Kutubdia Upazila, Cox's Bazar Upazila, Chakoria Upazila, Pekua Upazila, Moheskhali Upazila, Ramu Upazila, Ukhiya Upazila, and Teknaf Upazila.

Analytical Framework: It is proposed that the following analytical framework be used to guide planning and execution of the conflict and development analysis:

- 1. Conflict Analysis
- <u>Situation or context analysis</u> an overview of the current situation in CXB, including an
 assessment of relevant historical, political, economic, social, security, cultural,
 demographic, and environmental factors and dynamics that make up the current context;
- <u>Causal analysis</u> identification of the root and/or structural causes of the issues in question (eg. human or drug trafficking), including their intermediate/proximate causes and triggers;
- <u>Stakeholder analysis/actor mapping</u> an analysis of those engaged in or affected by the Rohingya response, including their interests, goals, positions, capacities, and relationships;
- Gender analysis an analysis of the gendered dimensions of the context and various issues
 to help identify, understand, and describe gender differences, needs, risks and the
 relevance of gender roles and power dynamics in CXB;
- <u>Conflict/issue dynamics analysis</u> an examination of the resulting interaction between the
 context, the root causes of issues at play, and key stakeholders. This may or may not
 include forecasting, ie. proposing potential short-, medium-, or long-term scenarios and
 providing appropriate recommendations for response.

2. Current Response Assessment

- <u>Mapping</u> a mapping of existing prevention, mediation, and mitigation interventions, responses, and/or activities across the district;
- <u>Criticality and/or gap assessment</u> an assessment of the gaps in UN responses in order to identify potential entry points for the UN and partners to address the root causes of issues in CXB, strengthen existing mechanisms and programmes, and work more effectively to mediate and prevent an escalation in tensions. This will include an examination of local capacities, coping mechanisms, and overall opportunities to provide conflict-sensitive responses that are driven by gender and human rights considerations.

Methodology: The conflict and development analysis will require a mixed-method approach incorporating primary and secondary data collection (qualitative only). This will include but is not limited to key informant interviews, focus group discussions, and document review:

- Meta-analysis of existing knowledge products, including but not limited to those produced by the UNDP CXB Analysis and Research Unit (CARU)—namely the quarterly public perception surveys and monthly reports—as well as those produced by the future World Food Programme (WFP) research and analysis unit and other relevant agencies and/or programmes.
- Mapping of existing community-based mediation, mitigation, and prevention mechanisms district-wide.

Secondary research collection

 Data collection involving field consultations (interviews, focus group discussions) with key stakeholders, including but not limited to members of refugee communities and host populations; local religious leaders; community leaders; and representatives of local government, civil society, and relevant community groups. A balanced gender ratio among enumerators and respondents will be ensured.

Target Population and Sampling

The target population includes inhabitants of the eight upazilas of Cox's Bazar district (within which there are 71 unions) and members of the Rohingya population. Given the large study population, priority will be given to unions within the upazilas most affected by the Rohingya crisis: Ukhiya and Teknaf. Control areas and Rohingya camps will be selected based on population size and demographic composition. The following is the suggested number of unions that should be selected for each Upazila:

- Kutubdia Upazila 2 unions selected
- Cox's Bazar Upazila 3 unions selected
- Chakoria Upazila 2 unions selected
- Pekua Upazila 2 unions selected
- Moheskhali Upazila 2 unions selected
- Ramu Upazila 2 unions selected
- Ukhiya Upazila 6 unions selected
- Teknaf Upazila 6 unions selected, including Teknaf municipality

Required resources: A core team of researchers embedded in Cox's Bazar for the duration of the research project will be required. The research team (4 - 6 people) should comprise a mixture of local and international staff and ensure a balanced gender ratio. The designated research team leader will work closely with the UNDP Sub-Office and the UNRCO Peace and Development Advisory Team throughout all stages of research design and delivery. Resources for focus group discussions, interviews, and surveying will also be needed.

Expected Output 2: IMPROVED INSTITUTIONAL CAPACITY TO INTEGRATE CONFLICT SENSITIVITY AND PREVENTION CONSIDERATIONS INTO UN PROGAMMING AND POLICY

Activity 2.1: Design a training programme on conflict prevention and conflict-sensitive programming

Context:

Traditional approaches to crisis response are often externally-driven, reactionary, and thus limited in their scope and ability to effectively adapt to an evolving context. On the contrary, prevention-driven approaches prioritize local leadership, a sound understanding of the root causes of tension and the unfolding situational dynamics, and analysis-informed, evidence-based programming.

This is cornerstone for maximizing the positive impacts of programmes, minimizing the potential for harm, and most importantly, for creating conditions conducive to sustaining peace.

As the situation in Cox's Bazar evolves, there is an increasing needed to strengthen institutional capacities to integrate conflict prevention and conflict-sensitivity considerations into programming and policy development. As such, a training programme on conflict prevention and conflict-sensitivity will be developed for staff working in both Cox's Bazar and Dhaka, including those involved in programme design, implementation, and monitoring and evaluation. This will incorporate gender and inclusion elements and be partly guided by the findings of Activity 1. It will be designed around the following modules:

- Module 1 The need for conflict sensitivity in Cox's Bazar: context update
- Module 2 Introducing conflict prevention and conflict sensitivity: definitions and key principles
- Module 3 Conflict sensitivity, human rights, and gender equality: mutually reinforcing approaches
- Module 4 Steps in conflict-sensitive programming
- Module 5 Applying conflict sensitivity at the organisational, programmatic, and donor levels
- Module 6 Applying conflict-sensitive approaches in the project cycle (design, implementation, monitoring & evaluation)

Purpose: Strategic programming, conflict-sensitive programming, conflict prevention and early warning

Level: Local/National

Potential Users: Relevant stakeholders including local authorities and representatives of local government; civil society; NGOs; UN agencies operating in CXB; and the UN Country Team (TBC)

Duration: 4 weeks

Required Resources: One designated consultant to lead on the design of a training programme, including training materials, to be supported by the UNDP Sub-Office and the UNRCO Peace and Development Advisory Team.

Activity 2.2: Conduct pilot training initiative on conflict prevention and conflict sensitivity

Context: As stated in Activity 1.2

Purpose: Strategic programming, conflict-sensitive programming, conflict prevention and early

warning

Level: Local/National

Potential Users: Relevant stakeholders including local authorities and representatives of local government; civil society; NGOs; UN agencies operating in CXB; and the UN Country Team

Duration: One-month pilot programme.

Methodology: 4 x two-day training workshops for UN staff, civil society organisations, and other relevant partners

Required Resources: One lead facilitator to coordinate workshop; venue costs; daily subsistence allowance for participants (if needed); accommodation (if needed) and; additional training materials as required. Materials from Activity 2.1 will be used as the basis of this training. Pending success of the pilot programme regular trainings will be conducted to ensure agencies are attuned to evolving district dynamics.

5. Scope of work and timeline:

Under this assignment, the Organization will be based in Cox's Bazar to accomplish the activities and meeting deliverable targets mentioned in this TOR. The successful organization will coordinate with all relevant stakeholders to ensure proper supports in implementing the project activities.

Under above mentioned scope, the selected Organization will perform following activities:

- Conduct conflict and development analysis of the situation in Cox's Bazar
- Organize preparatory workshop on conflict sensitivity with government and non government stakeholders
- Design a training programme on conflict prevention and conflict-sensitive programming including a workshop.
- Conduct training initiative as piloting on conflict prevention and conflict sensitivity for representatives of local government; civil society; NGOs; UN agencies operating in CXB; and the UN Country Team. (30 participants X 4 batches)

Detailed scope of work with timeline is described below-Proposed Timeline for Activity 1: Conflict and Development Analysis

| PHASE 1: CONFLICT ANALYSIS | | | | | |
|---|---|--|--------------------------|--|--|
| Steps | Lead Agency / Team | Location | Duration (weeks/days) | | |
| i) Primary Data Collection & Meta-Analysis | ction & Lead: UNDP and Core Research Team Cox's Bazar Sadar 2 | | 2 weeks | | |
| ii) Secondary Data Collection & Analysis | Lead: UNDP and Core Research Team | Kutubdia, Cox's Bazar, Chakoria, Pekua, Moheskhali, Ramu Ukhiya, and Teknaf Upazilas (TBC) | 6 - 7 weeks | | |
| PHASE 2: CURRENT RESPONSE ASSESS | PHASE 2: CURRENT RESPONSE ASSESSMENT | | | | |
| Steps | Lead Agency / Team | Location | Duration (weeks/days) | | |
| i) Mapping of existing prevention, mediation, and mitigation interventions, responses, and/or activities ii) Criticality and/or Gap Assessment | Lead: UNDP and Core Research Team | Cox's Bazar Sadar | 2 weeks | | |
| PHASE 3: CONSOLIDATION AND FINAL | IZATION | | | | |
| Steps | Lead Agency / Team | Location | Duration (weeks/days) | | |

| Consolidation of Conflict Analysis and Current Response Assessment (Phase 1 & Phase 2) to produce first draft of Conflict and Development Analysis | Lead: UNDP and Core | Conta Donou Codou | 2 weeks |
|--|---------------------|-------------------|---|
| Draft review, quality control | Research Team | Cox's Bazar Sadar | 1 week |
| Final proof-reading, formatting, editing and printing | | | 1 week |
| | | | Fotal Duration: 14 - 15 weeks, pprox. 3.5 months |

Proposed Timeline for Activity 2.1, 2.2: Conflict-Sensitivity Training Programme NB: Activity 2 must take place following the completion of Activity 1

| PHASE 1: | | | |
|--|--|--|--|
| TRAINING PROGRAMME PLANNING | | | |
| Steps | Lead Agency / Team | Location | Duration (weeks/days) |
| Design conflict sensitivity training programme, including workshop design and drafting of training materials, development of presentations, etc. | Lead: UNDP National or International Consultant with support from UNRCO Peace and Development Specialist | Cox's Bazar Sadar / Dhaka | 2 - 3 weeks to be undertaken after production of the conflict and development analysis |
| logistics, including venue scouting, | Consultant with support from UNRCO Peace and | Cox's Bazar Sadar / Dhaka | 2 weeks |
| PHASE 2: TRAINING DELIVERY | | | |
| Steps | Lead Agency / Team | Location | Duration (weeks/days) |
| • | Facilitator with support from Peace | Cox's Bazar Sadar / Dhaka (potentially) | One month: (4 x 2 - day workshops) |

| stakeholders working in Cox's Bazar | Specialist | |
|-------------------------------------|------------|-----------------------------|
| | | Total Duration: 2 months |

6. Expected Key Outputs/Deliverables:

The main deliverables of this assignment are:

| Nos. of | Deliverable description | | |
|----------------|--|--|--|
| Deliverables | | | |
| Deliverable: 1 | Produce a comprehensive Conflict and Development Analysis of the | | |
| | situation in Cox's Bazar, including a detailed current response assessment | | |
| | (Activity 1) | | |
| Deliverable 2: | sensitive Informed by the findings of Activity 1,design and develop conflict | | |
| | sensitivity training programme, including session plans and necessary | | |
| | training materials, presentations, etc. (Activity 2.1) | | |
| Deliverable 3: | Organize preparatory workshop on conflict sensitivity (Activity 2.1) | | |
| | | | |
| Deliverable 4: | Coordinate and conduct two-day long training on Conflict Sensitivity for a | | |
| | range of stakeholders working in Cox's Bazar (120 participants- 4 batches). | | |
| | (Activity 2.2) | | |
| Deliverable 5: | Produce a project completion report | | |

Reporting Obligations:

- Inception report by the first week of signing the contract
- Draft report on conflict and development analysis (CDA) within 2 months of signing the contract
- Workshop report on stakeholder consultation for CDA
- Final report of the conflict analysis- within 3.5 months of signing the contract
- Workshop report on training design (after completion of the activity)
- Training report after completion of all training
- Project completion report at the end of the project

7. Institutional Arrangement:

The selected organization will operate its activities through own office or UNDP Cox's Bazar sub office. The organizational will work under the supervision of a UNDP Bangladesh International Conflict and Development analysis expert and will report directly to the Project Manager, Community Cohesion project. The organization needs to maintain close coordination with relevant government and non-government officials as well as CSOs/NGOs working in the area. Day to day liaison, coordination and reporting will be maintained through dedicated officer of the project from UNDP. Monthly and quarterly progress report submission to UNDP is mandatory. The organization will complete all activities and submit final report before the last date of the Agreement. UNDP shall be the owner of all existing "intellectual property" and any intellectual property embodied in materials, printed matters, deliveries or reports performed or created in relation to and for the purpose of this assignment. "intellectual property" includes the items like

patents, copyrights, design, models, trademarks, confidential information etc. whether or not registered.

8. Duration of the Assignment:

Duration of the assignment is 5.5 months from the signing of the contract, from early December 2019 to May 2020.

9. Qualifications of the Successful organization:

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

- Minimum eligibility criteria: The organization will have all legal papers e.g. valid registration/trade license, latest audit reports and other updated documents to run a business in a legal way;
- II. Profile (profile which should not exceed fifteen pages including any printed brochure relevant to the services being procured)- describing the nature of business, field of expertise, licenses, certifications, accreditations.
- III. **Latest audited Financial Statements (two years)-** income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.
- IV. Written self-declaration that the organization is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN ineligibility List (As per Annex IV);
- V. The organization must have track record of minimum 5 years of working in development sector;
- VI. At least five years of experience in conducting research on conflict/community safety or in relevant issues
- VII. Proven experience in community mobilization and training in Bangladesh;

Minimum Qualifications and experience of the Key personnel of organization:

| S.N. | Position | Number | Educational Qualifications | Experiences |
|------|--------------------------------|--------|---|---|
| 1 | Team Leader/Lead Researcher | 1 | Post Graduate degree in Conflict Management/ International Relations/Law/Soci al Science/Or any other relevant discipline | Minimum 15 years experience working in development sector with INGO/ UN agencies/ Donor 5 years experience in the region on conflict analysis/ / community safety |
| 2 | Senior Researcher | 1 | Post Graduate degree in Conflict Management/ International Relations/Law/Soci al Science/Or any other relevant discipline | Minimum 10 years experience in the region on conflict analysis/community safety |
| 3 | Researcher | 1 | Post Graduate | Minimum 5 years |

| | | | degree in International Relations/Social Science/Or any other relevant discipline | experience in the region on conflict analysis/community safety |
|---|---------|---|--|---|
| 6 | Trainer | 1 | Post Graduate degree in International Relations/develop ment studies/Social Science/Or any other relevant discipline | Minimum 10 years experience in designing and delivering training on social issues |

Note: If the firm /organization wants to propose human resources in addition to the above requirements, it may do so with a justification for the addition.

10. Scope of price proposal and schedule of payment:

| The Proposal amount should not exit the total | Geographical coverage |
|---|----------------------------|
| budget | |
| For Cox`s Bazar district | 25 Union under 8 Upazillas |

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, travel costs, DSA, subsistence and ancillary expenses.

UNDP shall effect payments, by bank transfer to the Contractor'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:

- 1st Payment: 20% of total contract value will be paid on submission and acceptance on detailed work plan for the assignment and research plan.
- 2nd Payment: 20% of total contract value will be paid on submission of report on preliminary data collection
- **3**rd **Payment:** 20% of total contract value will be paid on completion of all data collection in the field.
- 4th Payment: 40% of the total contract value will be paid on completion and satisfactory delivery of all services and acceptance of the CDA report by UNDP Bangladesh Country Office.

11. Recommended Presentation of proposal and required annexes to the ToR

Interested organization must submit the following:

- A detailed proposal made up of documentation to demonstrate the qualifications of the prospective organization, to enable appraisal of competing bids. This should include technical and financial proposals, details of which are listed below:

The organization is expected to submit a proposal in English on how it aims to deliver the services outlined in the TOR (Annex 1) together with an overall budget. The proposal should include at minimum the following information.

- Annex 2 Technical Proposal
 - Section 1: Eligibility and Capacity/Expertise of organization
 - Section 2: Methodology, Approach and Implementation Plan
 - Section 3: Team structure and Capacity of Key Personnel
 - Section 4: Financial proposal (including training, meeting, workshop cost, fees, travel cost, DSA, staff time and other relevant expenses)
 - (i). The Financial Proposal shall specify a total delivery amount in BDT (including training and workshop, fairs, exposer visit/excursion etc., fees and all associated costs i.e. travel cost, subsistence per diems, printing costs, consultation workshop costs and overhear charges).
 - (ii) In order to assist UNDP in the comparison of financial proposals, the financial proposal will include a breakdown of this amount, disclosing the key assumption employed in costing the working.

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

- Annex 3- Financial Proposal template: Cost breakdown as per provided template should be provided.
- Annex 4- Implementation plan (from project inception till project closing)-Part of the technical proposal
- Annex 5- Activity plan (part of technical proposal)
- Annex 6 Self Declaration
- Annex 7 General Terms and Conditions

12. Evaluation:

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

- a) Responsive/ compliant/ acceptable with reference to this ToR, and;
- b) Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation, with the ratio set at 70:30 respectively (this is to reflect the high level skills mix required).

Only firms obtaining a minimum of 70% of maximum obtainable score (49 points) in the technical analysis would be considered for financial appraisal, and ultimately therefore, for contracting.

13. Assessment criteria

| Crite | ria of Technical & Financial Proposal Evaluation | Weight against total points/ score | Obtainable points/ Score |
|-------|--|------------------------------------|--------------------------|
| 1 | Capacity/Expertise of the organization | 20% | 20 |
| 1.1 | Overall experience in the provision of research/ studies/evaluations related to peace and conflict/ /community safety in Bangladesh or in the region | 15% | 15 |
| 1.2 | Experience in working with UN agencies and/or other development partners with similar assignments | 5% | 5 |
| 2. | Proposed Methodology, Approach and Implementation Plan. | 30% | 30 |
| 2.1 | Extent of understanding the project requirement/ToR. | 10% | 10 |
| 2.2 | Implementation Plan, Methodology, Risk Mitigation Plan | 20% | 20 |
| 3. | Team structure and Capacity of Key personnel | 20% | 20 |
| 3.1 | Expertise of the Team Leader - Education: 50 - Experience: 50 | 10% | 10 |
| 3.2 | Expertise of the Team members - Education: 50 Experience: 50 | 10% | 10 |
| Gran | nd total | | 70 |

Financial Proposal (30%)

To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received as follows, (Lowest priced offer / Price of the offer being reviewed) X 100

Total combined score:

(Percentage obtained on technical proposal X 70%) + (Percentage obtained on financial proposal X 30%) = Total combined and final percentage obtained

UNDP will disburse the funds as per achievement of deliverables mentioned in the ToR, subject to certification/ verification by the Project Manager, Community Cohesion in Cox's Bazar through review of financial statements, progress reports, monitoring findings, compliance adherence and other substances related to the Project implementation (except the first installment). UNDP will disburse the first installment on submission and acceptance on detailed work plan for the assignment and research plan.

SECTION 6: RETURNABLE BIDDING FORMS / CHECKLIST

This form serves as a checklist for preparation of your Proposal. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Proposal submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Proposal, please ensure compliance with the Proposal Submission instructions of the BDS 22.

Technical Proposal Envelope:

| Have you duly completed all the Returnable Bidding Forms? | |
|--|--|
| Form A: Technical Proposal Submission Form | |
| Form B: Bidder Information Form | |
| Form C: Joint Venture/Consortium/ Association Information Form | |
| Form D: Qualification Form | |
| Form E: Format of Technical Proposal | |
| Form H: Proposal Security Form | |
| [Add other forms as necessary] | |

| Have you provided the required documents to establish | П |
|---|---|
| compliance with the evaluation criteria in Section 4? | Ш |

Financial Proposal Envelope

(Must be submitted in a separate sealed envelope/password protected email)

| Form F: Financial Proposal Submission Form | |
|--|--|
| Form G: Financial Proposal Form | |

FORM A: TECHNICAL PROPOSAL SUBMISSION FORM

| Name of Bidder: | [Insert Name of Bidder] | Date : | Select date |
|-----------------|-------------------------------|--------|-------------|
| RFP reference: | [Insert RFP Reference Number] | | |

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

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

a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;

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

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

We offer to provide services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Terms of Reference

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

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

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Proposal and bind it should UNDP accept this Proposal.

| Name: | | |
|-----------|-----------------------------------|--|
| Title: | | |
| Date: | | |
| Signature | : | |
| [Stamp w | ith official stamp of the Bidder] | |

FORM B: BIDDER INFORMATION FORM

| Legal name of Bidder | [Complete] | | | |
|---|---|--|--|--|
| Legal address | [Complete] | | | |
| Year of registration | [Complete] | | | |
| Bidder's Authorized Representative Information | Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete] | | | |
| Are you a UNGM registered vendor? | ☐ Yes ☐ No If yes, [insert UGNM vendor number] | | | |
| Are you a UNDP vendor? | ☐ Yes ☐ No If yes, [insert UNDP vendor number] | | | |
| Countries of operation | [Complete] | | | |
| No. of full-time employees | [Complete] | | | |
| Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate): | [Complete] | | | |
| Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate): | [Complete] | | | |
| Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy) | [Complete] | | | |
| Contact person UNDP may contact for requests for clarification during Proposal evaluation | Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete] | | | |
| Please attach the following documents: | Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and | | | |

product catalogues relevant to the goods/services being procured Certificate of Incorporation/ Business Registration Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder Trade name registration papers, if applicable Local Government permit to locate and operate in assignment location, if applicable Official Letter of Appointment as local

representative, if Bidder is submitting a Bid in

behalf of an entity located outside the country

FORM C: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM

| Name of Bidder: | [Insert Name of Bidder] | Date : | Select date |
|-----------------|-------------------------------|--------|-------------|
| RFP reference: | [Insert RFP Reference Number] | | |

Power of Attorney

To be completed and returned with your Proposal if the Proposal is submitted as a Joint Venture/Consortium/Association.

| No | Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address) | Proposed proportion of responsibilities (in %) and type of services to be performed |
|----|---|---|
| 1 | [Complete] | [Complete] |
| 2 | [Complete] | [Complete] |
| 3 | [Complete] | [Complete] |

| Name of leading partner | |
|---------------------------------|------------|
| (with authority to bind the JV, | |
| Consortium, Association during | [Complete] |
| the RFP process and, in the | [Complete] |
| event a Contract is awarded, | |
| during contract execution) | |

We have attached a copy of the below document signed by every partner, which details

| members o | of the sa | id joint v | renture: | J | | erable liability of the |
|-------------|----------------------|---|--|---|-----------|---|
| ☐ Letter of | intent t | to form a | joint venture OR | ☐ JV/Consort | ium/As | ssociation agreement |
| Venture/Co | onsortiu of the p | m/Assoc | t if the contractiation shall be job of the Contract. | ct is awarded, pintly and severa Name of partne | ally liak | arties of the Joint ole to UNDP for the |
| | | | | | | |
| Signature: | | | | Signature: | | |
| Date: | | | | Date: | | |
| Name of p | oartner: | | | Name of partne | er: | |
| Signature: | | | | Signature: | | |
| Date: | | | | Date: | | |
| FORM D: (| QUALIFIC | CATION | FORM | | | |
| Name of E | Bidder: | [Insert I | Insert Name of Bidder] | | | Select date |
| RFP refere | nce: | [Insert l | RFP Reference Nu | mber] | | |
| · | | | on, to be complete Performance | ed by each partn | er. | |
| ☐ Contrac | t non-p | erforma | nce did not occur | for the last 3 year | ars | |
| | | | ed for the last 3 y | | | _ |
| Year | perfo porti | on- ormed on of tract | Contract Identification | | | Total Contract Amount (current value in US\$) |
| | | Name of Client: Address of Client: Reason(s) for non-performance: | | | | |
| ☐ No litig | ation hi | story for | ng pending litigat the last 3 years icated below | ion) | | |

| Year of dispute | Amount in dispute (in US\$) | Contract Identification | Total Contract Amount (current value in US\$) |
|-----------------|-----------------------------|--|---|
| | | Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved: | |

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 3 years. List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

| Project name & Country of Assignment | Client & Reference Contact Details | Contract Value | Period of activity and status | Types of activities undertaken |
|--|--|-------------------|-------------------------------|--------------------------------|
| | | | | |
| | | | | |
| | | | | |

Bidders may also attach their own Project Data Sheets with more details for assignments above.

| | Attached are the Statements | of Satisfactory | / Performance | from the | Top 3 | (three) |
|-----|-----------------------------|-----------------|---------------|----------|-------|---------|
| Cli | ents or more. | | | | | |

Financial Standing

| Annual Turnover for the last 3 | Year | USD |
|--|------|-----|
| years | Year | USD |
| | Year | USD |
| Latest Credit Rating (if any), indicate the source | | |

| Financial information (in US\$ equivalent) | Historic information for the last 3 years | | | | |
|--|---|-----------------------|--------|--|--|
| | Year 1 | Year 2 | Year 3 | | |
| | Information from Balance Sheet | | | | |
| Total Assets (TA) | | | | | |
| Total Liabilities (TL) | | | | | |
| Current Assets (CA) | | | | | |
| Current Liabilities (CL) | | | | | |
| | Informa | ation from Income Sta | tement | | |
| Total / Gross Revenue (TR) | | | | | |
| Profits Before Taxes (PBT) | | | | | |
| Net Profit | | | | | |
| Current Ratio | | | | | |

☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

FORM E: FORMAT OF TECHNICAL PROPOSAL

| Name of Bidder: | [Insert Name of Bidder] | Date : | Select date |
|-----------------|-------------------------------|--------|-------------|
| RFP reference: | [Insert RFP Reference Number] | | |

The Bidder's proposal should be organized to follow this format of Technical Proposal. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

| Criteria of Technical & Financial Proposal Evaluation | | Weight total score | against points/ | Obtainable points/ Score |
|---|---|--------------------------|--------------------|--------------------------|
| 1 | Capacity/Expertise of the organization | 20% | | 20 |
| 1.1 | Overall experience in the provision of research/ | 15% | | 15 |
| | studies/evaluations related to conflict/community safety in Bangladesh or in the region | | | |
| 1.2 | Experience in working with UN agencies and/or other development partners with similar assignments | 5% | | 5 |
| 2. | Proposed Methodology, Approach and Implementation Plan. | 30% | | 30 |
| 2.1 | Extent of understanding the project requirement/ToR. | 10% | | 10 |
| 2.2 | Implementation Plan, Methodology, Risk Mitigation Plan | 20% | | 20 |
| 3. | Team structure and Capacity of Key personnel | 20% | | 20 |
| 3.1 | Expertise of the Team Leader | 10% | | 10 |
| | - Education: 50 | | | |
| | - Experience: 50 | | | |
| 3.2 | Expertise of the Team members | 10% | | 10 |
| | - Education: 50 | | | |
| | Experience: 50 | | | |
| Grar | nd total | | | 70 |

SECTION 1: Capacity/Expertise of the organization

1.1 Overall experience in the provision of research/ studies/evaluations related to conflict/commuovnity safety in Bangladesh or in the region

1.2 Experience in working with UN agencies and/or other development partners with similar assignmentsQuality assurance procedures and risk mitigation measures.

SECTION 2: Proposed Methodology, Approach and Implementation Plan.

This section should demonstrate the bidder's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

- 2.1 Extent of understanding the project requirement/ToR.
- 2.2 Implementation Plan, Methodology, Risk Mitigation Plan

SECTION 2A: Bidder's Comments and Suggestions on the Terms of Reference

Provide comments and suggestions on the Terms of Reference, or additional services that will be rendered beyond the requirements of the TOR, if any.

SECTION 3: Team structure and Capacity of Key personnel

Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.

Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

- 3.1 Expertise and qualification of the Team Leader
- 3.2 Expertise and qualification of the Team members

| NAME OF PERSONNEL | [INSERT] |
|------------------------------|----------|
| | |
| | |
| | |
| POSITION FOR THIS ASSIGNMENT | [INSERT] |
| | |
| | |
| | |
| NATIONALITY | [INSERT] |
| | |
| | |
| | |
| LANGUAGE PROFICIENCY | [INSERT] |

| EDUCATION/ QUALIFICATION S | [SUMMARIZE COLLEGE/UNIVERSITY AND OTHER SPECIALIZED EDUCATION OF PERSONNEL MEMBER, GIVING NAMES OF SCHOOLS, DATES ATTENDED, AND DEGREES/QUALIFICATIONS OBTAINED.] |
|----------------------------------|---|
| | |
| | [INSERT] |
| | |
| | |
| PROFESSIONAL CERTIFICATIONS | [PROVIDE DETAILS OF PROFESSIONAL CERTIFICATIONS RELEVANT TO THE SCOPE OF SERVICES] |
| | NAME OF INSTITUTION: [INSERT]DATE OF CERTIFICATION: [INSERT] |

| EMPLOYMENT RECORD/ EXPERIENCE | [LIST ALL POSITIONS HELD BY PERSONNEL (STARTING WITH PRESENT POSITION, LIST IN REVERSE ORDER), GIVING DATES, NAMES OF EMPLOYING ORGANIZATION, TITLE OF POSITION HELD AND LOCATION OF EMPLOYMENT. FOR EXPERIENCE IN LAST FIVE YEARS, DETAIL THE TYPE OF ACTIVITIES PERFORMED, DEGREE OF RESPONSIBILITIES, LOCATION OF ASSIGNMENTS AND ANY OTHER INFORMATION OR PROFESSIONAL EXPERIENCE CONSIDERED PERTINENT FOR THIS ASSIGNMENT.] |
|-------------------------------------|--|
| | [PROVIDE NAMES, ADDRESSES, PHONE AND EMAIL CONTACT INFORMATION FOR TWO (2) REFERENCES] |

| | REFERENCE 1: |
|---|--|
| | [INSERT] |
| REFERENCES | |
| | |
| | REFERENCE 2: |
| | |
| | [INSERT] |
| | y that to the best of my knowledge and belief, these data correctly ions, my experiences, and other relevant information about |
| Signature of Personnel (Day/Month/Year) | Date |

FORM F: FINANCIAL PROPOSAL SUBMISSION FORM

| Name of Bidder: | [Insert Name of Bidder] | Date : | Select date |
|-----------------|-------------------------------|-----------|-------------|
| RFP reference: | [Insert RFP Reference Number] | | |

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

Our attached Financial Proposal is for the sum of [Insert amount in words and figures].

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

We understand you are not bound to accept any Proposal you receive.

| Name: | |
|-----------|---|
| Title: | |
| Date: | |
| Signature | : |
| | [Stamp with official stamp of the Bidder] |

FORM G: FINANCIAL PROPOSAL FORM

| Name of Bidder: | [Insert Name of Bidder] | Date : | Select date |
|-----------------|-------------------------------|-----------|-------------|
| RFP reference: | [Insert RFP Reference Number] | | |

The Bidder is required to prepare the Financial Proposal following the below format and submit it in an envelope separate from the Technical Proposal as indicated in the Instruction to Bidders. Any Financial information provided in the Technical Proposal shall lead to Bidder's disqualification.

The Financial Proposal should align with the requirements in the Terms of Reference and the Bidder's Technical Proposal.

Currency of the proposal: [Insert Currency]

Table 1: Summary of Overall Prices

| | Amount(s) |
|---|-----------|
| Professional Fees (from Table 2) | |
| Other Costs (from Table 3) | |
| Total Amount of Financial Proposal | |

Table 2: Breakdown of Professional Fees

| Name | Position | Fee Rate | No. of Days/mont hs/ hours | Total Amount |
|-----------------------------|----------|----------|----------------------------|-----------------|
| | | Α | В | C=A+B |
| In-Country | | | | |
| | | | | |
| Home Based | | | | |
| | | | | |
| Subtotal Professional Fees: | | | | |

Table 3: Breakdown of Other Costs

| Description | UOM | Quantity | Unit Price | Total Amount |
|-------------------------------|----------|----------|-----------------|---------------------|
| International flights | Trip | | | |
| Subsistence allowance | Day | | | |
| Miscellaneous travel expenses | Trip | | | |
| Local transportation costs | Lump Sum | | | |
| Out-of-Pocket Expenses | | | | |
| Other Costs: (please specify) | | | | |
| | | Subtot | al Other Costs: | |

Table 4: Breakdown of Price per Deliverable/Activity

| Deliverable/ Activity description | Time (person days) | Professional Fees | Other Costs | Total |
|-----------------------------------|---------------------------|----------------------|----------------|-------|
| Deliverable 1 | | | | |
| Deliverable 2 | | | | |
| Deliverable 3 | | | | |
| | | | | |

FORM H: FORM OF PROPOSAL SECURITY

Proposal Security must be issued using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template.

To: UNDP

[Insert contact information as provided in Data Sheet]

WHEREAS [Name and address of Bidder] (hereinafter called "the Bidder") has submitted a Proposal to UNDP dated Click here to enter a date. to execute Services [Insert Title of Services] (hereinafter called "the Proposal"):

AND WHEREAS it has been stipulated by you that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Bidder:

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Proposal after the date of the opening of the Proposals;
- c) Fails to comply with UNDP's variation of requirement, as per RFP instructions; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Bidder such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of [amount of guarantee] [in words and numbers], such sum being payable in the types and proportions of currencies in which the Price Proposal is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of guarantee as aforesaid] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid up to 30 days after the final date of validity of bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

| Signature: | |
|------------|--|
| Name: | |
| Title: | |
| Date: | |

| Name of Bank | |
|---|--|
| Address | |
| [Stamp with official stamp of the Bank] | |