# **REQUEST FOR PROPOSAL (RFP-BD-2020-023)**



	nesment nations.
	DATE: August 18, 2020
NAME & ADDRESS OF FIRM	REFERENCE: RFP-BD-2020-023

Dear Sir / Madam:

UNDP kindly request you to submit your Proposal for hiring a Firm for plastic waste baseline assessment and Seller-Buyer Survey in Narayanganj city corporation Livelihoods Improvement of Urban Poor Communities Project (LIUPCP)

Proposals shall be submitted on or before 04.30 pm (local BD Time) on Tuesday, September 1, 2020

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

Proposals may be submitted on or before the deadline indicated by UNDP e-Tendering system. Bid must be submitted using online e-Tendering system at the link furnished below:

<u>https://etendering.partneragencies.org</u>; by using your username and password. If you have not registered in the system before, you can register now by logging in using

**Username:** event.guest **Password:** why2change

And follow the registration steps as specified in the system user guide.

Your Proposal must be expressed in the English, and valid for a minimum period of **120 days**. You kindly requested to indicate whether your company intends to submit a Proposal by clicking on "Accept Invitation" in the system.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it is submitted into the system within deadline. e system will automatically block and not accept any bid after the deadline. Kindly ensure attaching the required supporting documents *(with file name less than 60 characters)* in PDF format which must be free from any virus or corrupted flies. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, will not be considered for evaluation.

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

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

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements. The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

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

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

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

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

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html">http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html</a>

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP. UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link: <a href="https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/files/attachment/page/pdf/unscc/conduct english.pdf">https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/files/attachment/page/pdf/unscc/conduct english.pdf</a>

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Van Nguyen Deputy Resident Representative UNDP Bangladesh

18/08/2020

# Annex 1

# **Description of Requirements**

Context of the Requirement	Hiring a Firm for plastic waste baseline assessment and Seller-Buyer Survey in Narayanganj city corporation
Implementing Partner of UNDP	Building Circular Cities in Partnership with Private Sector Starting From Plastic Waste Management Project
Brief Description of the Required Services	Plastic pollution is one of the most pressing environmental issues for Bangladesh which is the 10th most polluted country in the world with 0.13-0.31 MMT of plastic going to the Bay of Bengal each year.
	Sustainable waste management is an important element for cities and municipalities to pave the way for reduction of per capita environmental impact, and to look at financially viable models to reduce, reuse, and recycle resources.
	Overarching challenges extensive volumes of plastic released into the environment; lack of a financially sustainable model for Reduce-Reuse-Recycle of plastic; need for a Champion City to pave the way for reduction of per capita environmental impact.
	Specific challenges to address in order to create a sustainable waste management and promote a circular economy are:  • Broken supply chain of the waste collection
	Lack of market linkage for High Density Poly Ethylene (HDPE) and Low
	Density Poly Ethylene (LDPE)
	Lack of infrastructure and highly informal waste picking sector
	Challenging working condition and child labor
	Lack of transparency in plastic collection, disposal and supply chain
	Low livelihood standards of waste pickers
	To solve the challenge, UNDP signed a partnership with Unilever to develop a plastic solid waste management system in Narayangonj City Corporation. The project will give specific attention to supply chain development of HDPE and LDPE. It will build on market dynamics until storing and sorting. Shredding and washing will be value added by the collection hubs (or plastic collection center) set up by the project. Finally, the project will engage a platform of sellers and buyers to ideate market linkage solutions. The latter will determine value addition contribution of the project after manufacturing.
List and Description of Expected Outputs to be Delivered	The main expected results of this work will be as following:  • Each Task listed above (Task 1 to 8) will be structured as plastic solid waste management report chapter.

Estimated Duration to complete assignment		
Tasks	Timeline (estimated)	
Task 1 – Develop data collection methodology	6 days	
Task 2 – Collect quantitative and qualitative data on consumer consumption and segregation of plastic waste, especially HDPE and LDPE. Quantitative data should include specific quantities at each step of the supply chain, while qualitative data should include geographic mapping of the supply chain.	15 days	
Task 3 – Collect data on storing, , sorting, shredding, and washing practices together with related pricing at each stage. Task 3 data is to be contextualized within overall Solid Waste mapping and needs to include info on waste pickers management and incentives – or lack thereof - to collect plastic	7 days	
Task 4 – Collect data on existing buyers and/or manufactures and related pricing of HDPE and LDPE	7 days	
Task 5 - Conduct Seller Buyer Survey mapping sellers of HDPE and LDPE in Narayangonj City Corporation and potential Buyers in both Narayangonj City Corporation as well as in Dhaka and/or other suggested geographies based on market knowledge	10 days	
Task 6 – Suggest recycling technology that could accommodate collected volumes of HDPE and LDPE and link quality recycled plastic to market.	12 days	
Task 7 – Provide specific information on cost and profitability of the recycling sector for HDPE and LDPE at early stages and power relations between the different steps of the value chain.		
Task 8- Design strategies to overcome existing supply chain challenges and build up the value chain of recyclables with short value in the market, above all plastics with specific focus on HDPE and LDPE	3 days	

	In Total	60 working days over 2.5 months
Person to Supervise the Work/Performance of the Service Provider	The Contracted Organization will report to Project Ma with technical supervision from Programme Specialist Energy, and Private Sector Engagement.	ç
Frequency of Reporting	As indicated in the TOR	
Progress Reporting Requirements Location of work	As indicated in the TOR  ☑ As indicated in the TOR	
Expected duration of work Target start date	This consultancy will require 60 working days over Mid-September, 2020	a period of 2.5 months.
Latest completion date Travels Expected	December 2020 As indicated in the ToR	
Special Security Requirements	☐ Security Clearance from UN prior to travelling ☐ Completion of UN's Basic and Advanced Security ☐ Comprehensive Travel Insurance ☑ Others Not Applicable	Training
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	All costs related to this assignment including accommodation, travel etc. shall be borne by the cothe lump sum amount as per contract and shall be pas per the ToR.	ontractor. Whereas UNDP will pay
Implementation Schedule indicating breakdown and timing of activities/sub- activities	⊠ Required □ Not Required	
Names and curriculum vitae of individuals who will be involved in completing the services	⊠ Required □ Not Required	
Currency of Proposal	<ul><li>☑ United States Dollars</li><li>☐ Euro</li><li>☑ Local Currency BDT</li></ul>	
Value Added Tax on Price Proposal	⊠ must be inclusive of VAT and other applicable	e indirect taxes
	□ 60 days □ 90 days	

Validity Period of Proposals (Counting for the last day of submission of quotes) Partial Quotes	<ul> <li>✓ 120 days</li> <li>In exceptional circumstances, UNDP may request the Proposer to extern of the Proposal beyond what has been initially indicated in this RFP. shall then confirm the extension in writing, without any modification the Proposal.</li> <li>✓ Not permitted</li> </ul>	The Proposal
Payment Terms	Outputs and deliverables	Payments (% of total)
	1st payment will be paid after the submission of task 1 after 6 days	20%
	2nd Payment will be paid after the submission task 2 and 3 after 28 days.	40%
	Final payment will be paid after competition of task 4 to 8 after 60 days	40%
	Total	100 %
review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Project Manager of LIUPC Project shall review/inspect/approve outpu services and authorize the disbursement of payment.     Purchase Order	ts/completed
Type of Contract to	☐ Institutional Contract	
be Signed	☐ Mistreactional Contract  ☐ Contract for Professional Services	
	$\square$ Long-Term Agreement (if LTA will be signed, specify the document the call-off. E.g., PO, etc.)	at will trigger
	Other Type of Contract [pls. specify]	
Criteria for Contract Award	<ul> <li>□ Lowest Price Quote among technically responsive offers</li> <li>☑ Highest Combined Score (based on the 70% technical offer and weight distribution)</li> </ul>	30% price
	☑ Full acceptance of the UNDP Contract General Terms and Condi This is a mandatory criterion and cannot be deleted regardless of services required. Non-acceptance of the GTC may be grounds for of the Proposal.	the nature of the rejection
Criteria for the Assessment of Proposal	Evaluation and comparison of proposals: Prior to the technical proposals will be screened based on the minimum eligibility crite below:	
	Minimum eligibility criteria of the consultancy firm:	
	Minimum 5 years working experience in plastic waste manage	gement and/or
	supporting private sector in waste management supply chain	
	Successfully completion at least five (3) similar assignments in	the last 5 years

- with the evidence of Job completion certificate/ Work Order/ Purchase order from competent authority.
- Latest Audited Financial Statement or audited report for last two fiscal years— (income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc.)
- Experience of working with government, UN agencies, INGOs, development partners on issues related to sustainable development goals nationally or internationally (description with completion report/final product)
- 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.
- Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or another UN Ineligibility List.

Along with other manpower required for carrying out the assignment, the firm should provide detailed information and curriculum vitae of the following key personnel with the Proposal:

Team composed of minimum three people, including a team leader, a waste management expert, and supply chain and/or business modeling expert for carrying out the assignment, the firm should provide detailed information and curriculum vitae of the following key personnel with the Proposal:

#### Team Leader:

- Team Leader will the liaison point between UNDP and the firm. He/she should coordinate the overall activities of this consultancy work, supervision and ensuring quality of work.
- At least MS degree in Geography or Environment/Disaster Management or any relevant discipline.
- At least five years of work experience in the field relevant to this assignment.
- Prior experience working with UN agencies in a leading position is desirable advantage.

#### **Waste Management Expert:**

• Bachelor's degree in Geography or Environment/Disaster Management or any relevant discipline.

• At least five years of work experience in the field relevant to this assignment.

# **Supply Chain and/or Business Modelling Expert:**

- Bachelor's degree in Business Administration or any relevant discipline.
- At least five years of work experience in the field relevant to this assignment.

Note: Necessary document must be submitted to substantiate the above eligibility criteria. Consultancy firm that do not meet the above eligibility criteria shall not be considered for further evaluation. The firm must provide CV's of all proposed personnel for the assignment, stating name, highest academic qualification, professional certification, length of experience, role/function or other related information.

## **Technical Proposal (70%)**

□ Expertise of the Firm [indicate percentage]

☑ Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan

☑ Management Structure and Qualification of Key Personnel

Criteria	Weight
Technical	70
1. Expertise of firm	
Profile of the firm and list of clients	5
Experience of conducting relevant works	10
Previous experience of working with a UN agency / International NGO / bilateral donor / Government	5
2. Team Leader	
Relevance of education	5
Experience in mapping, conducting Seller-Buyer survey, managing	10
diverse work teams and partners, quality reporting.	
3. Waste Management Expert	
Relevance of education and	10
Years of experience in relevant field	
3. Supply Chain and/or Business Modeling Expert	
Relevance of education and	10
Years of experience in relevant field	
4. Methodology	
Quality and relevance of proposed approach and methodology	10
Quality of proposed analytical framework	5

# Financial Proposal (30%)

To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.

UNDP will award the contract to:

oxtimes One and only one Service Provider

Annexes to this	☑ Form for Submission of Proposal (Annex 2)
RFP	☑ General Terms and Conditions / Special Conditions (Annex 3)
	☑ Detailed TOR (Annex 4)
	☑ Others [Written Self-Declaration] (Annex 5)
	UNDP Procurement Cluster, UNDP Bangladesh
Contact Person for	<u>bd.procurement@undp.org</u>
Inquiries	If any potential company has any query about the RFP document, that has to be
(Written inquiries	submitted to the UNDP contact person mentioned above through email ID
only)	bd.procurement@undp.org within 24 August 2020 by 9 am.
	WALL DR D DED DR 2000 022 W E C L .:
	"Attn. BD Procurement- Queries on RFP-BD-2020-023- Hiring Firm for plastic
	waste baseline assessment and Seller-Buyer Survey in Narayanganj city
	<u>corporation</u> Any delay in UNDP's response shall be not used as a reason for extending the
	deadline for submission, unless UNDP determines that such an extension is
	necessary and communicates a new deadline to the Proposers.
	necessary and communicates a new dedamic to the Froposers.
Other Information	* For attention:
[pls. specify]	The Financial Proposal and the Technical Proposal files MUST BE SEPARATE and
	uploaded <u>SEPARATELY</u> . Financial proposal must be 'password' protected.
	A pre-bid meeting:
	Time – 2.00 PM (Bangladesh Local time)
	Date: 23 August 2020
	Venue: Online
	Kindly join the meeting using following link-
	https://undp.zoom.us/j/96333325422 The UNDP focal point for the arrangement is:
	Md. Enamul Hassan
	Address: IDB Bhaban (19th floor), E/8-A Begum Rokeya Sharani, Sher-e Bangla
	Nagar, Dhaka-1207, Bangladesh Telephone: 55667788; E-mail:
	bd.procurement@undp.org
	1 4 0

Annex 2

#### FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

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

[insert: *Location*]. [insert: *Date*]

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

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

#### Minimum eligibility criteria of the consultancy firm:

- Minimum 5 years working experience in plastic waste management and/or supporting private sector in waste management supply chain
- Successfully completion at least five (3) similar assignments in the last 5 years with the
  evidence of Job completion certificate/ Work Order/ Purchase order from competent
  authority.
- Latest Audited Financial Statement or audited report for last two fiscal years— (income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc.)
- Experience of working with government, UN agencies, INGOs, development partners on issues related to sustainable development goals nationally or internationally (description with completion report/final product)
- 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.
- Written Self-Declaration that the company is not in the UN Security Council 1267/1989
   List, UN Procurement Division List or another UN Ineligibility List.

#### Minimum eligibility criteria of key personnel:

Team composed of minimum three people, including a team leader, a waste management expert, and supply chain and/or business modeling expert for carrying out the assignment, the firm should provide detailed information and curriculum vitae of the following key personnel with the Proposal:

Team Leader:

Team Leader will the liaison point between UNDP and the firm. He/she should coordinate the overall activities of this consultancy work, supervision and ensuring quality of work.

- At least MS degree in Geography and Environment/Disaster Management or any relevant discipline.
- At least five years of work experience in the field relevant to this assignment.
- Prior experience to work with UN agencies in a leading position is desirabled vantage.

### Waste Management Expert:

- Bachelor's degree in Geography and Environment/Disaster Management or any relevant discipline.
- At least five years of work experience in the field relevant to this assignment.

Supply Chain and/or Business Modelling Expert:

- Bachelor's degree in Business Administration or any relevant discipline.
- At least five years of work experience in the field relevant to this assignment.

**Note:** Proposers must submit necessary documents to substantiate above eligibility criteria. Proposals which shall not submit/meet above mentioned eligibility criteria will not be considered for further evaluation.

# B. **Proposed Methodology for the Completion of Services**

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

# C. Qualifications of Key Personnel

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

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

# D. Cost Breakdown per Deliverable (<u>The file with the "FINANCIAL PROPOSAL" must be encrypted with a password</u>)

SL No.	Outputs and deliverables	Payments (% of	Value
		total)	
1.	1st payment will be paid after the submission of tasks 1 after 6 days	20%	
2.	2nd Payment will be paid after the submission task 2 and 3 after 28 days.	40%	
3.	3rd Payment will be paid after competition of task 4 to 8 after 60 working?days	40%	
	Total	100 %	

# E. Cost Breakdown by Cost Component (<u>The file with the "FINANCIAL PROPOSAL" must be encrypted with a password</u>)

Items	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
Team Leader				
Waste Management Expert				
Supply Chain and/or Business				
Modelling Expert:				
II Out of Pocket expenses				
Travel cost				
Daily Allowances for Project				
Staffs				
Communication				
Reproduction				
Others				
III Other related costs				
Sub-Total (I+II+III)				
VAT				
Grand Total				

[Designation]
[Date]

Annex 3

#### General Terms and Conditions for Services

#### 1.0 LEGAL STATUS:

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

#### 2.0 SOURCE OF INSTRUCTIONS:

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

#### 3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

## 4.0 ASSIGNMENT:

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

#### **5.0 SUB-CONTRACTING:**

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

## 6.0 OFFICIALS NOT TO BENEFIT:

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

#### 7.0 INDEMNIFICATION:

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

#### 8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

# 9.0 ENCUMBRANCES/LIENS:

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

#### **10.0 TITLE TO EQUIPMENT:**

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same

condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

#### 11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

### 13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

- **13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
- **13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
  - **13.2.1** any other party with the Discloser's prior written consent; and,
  - 13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:
    - **13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
    - **13.2.2.2** any entity over which the Party exercises effective managerial control; or,
    - **13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.
- 13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### 14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable,

wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

- 14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- **14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

#### 15.0 TERMINATION

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

#### 16.0 SETTLEMENT OF DISPUTES

**16.1 Amicable Settlement**: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or

invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

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

#### 17.0 PRIVILEGES AND IMMUNITIES:

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

#### **18.0 TAX EXEMPTION**

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

#### 19.0 CHILD LABOUR

- 19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- **19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

#### **20.0 MINES:**

- 20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

#### 21.0 OBSERVANCE OF THE LAW:

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

#### 22.0 SEXUAL EXPLOITATION:

- 22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age

of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

#### **23.0 AUTHORITY TO MODIFY:**

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

#### Annex 4

# **TERMS OF REFERENCE (ToR)**

Terms of Reference (TOR) for hiring a Firm for plastic waste baseline assessment and Seller-Buyer Survey in Narayanganj city corporation

Location: Narayanganj city corporation, Bangladesh

Additional Category: Building Circular Cities in Partnership with Private

**Sector Starting From Plastic Waste Management** 

Project

Type of Contract: Firm hiring Languages Required: English

**Expected Duration of Assignment:** 60 working days over 2.5 months

#### A. Project Title

Building Circular Cities in Partnership with Private Sector Starting From Plastic Waste Management

## **B.** Project Description

UNDP will conduct a Baseline Assessment and a Seller Buyer Survey to identify the main bottlenecks of the value chain that hamper the value and flow of plastic waste recyclables, especially HDPE and LDPE. The baseline assessment will look at consumers, segregation, collection, storing and sorting, shredding and washing, recycling and manufacturing – including different categories of possible buyers depending on the quality and quantity of the recycled plastic. Specific attention will be given to volumes and frequency or supplies as well as to linked demand side requirements for to generate a circular economy for HDPE and LDPE.

### **Background**

Plastic pollution is one of the most pressing environmental issues for Bangladesh which is the 10th most polluted country in the world with 0.13-0.31 MMT of plastic going to the Bay of Bengal each year.

Sustainable waste management is an important element for cities and municipalities to pave the way for reduction of per capita environmental impact, and to look at financially viable models to reduce, reuse, and recycle resources.

Overarching challenges extensive volumes of plastic released into the environment; lack of a financially sustainable model for Reduce-Reuse-Recycle of plastic; need for a Champion City to pave the way for reduction of per capita environmental impact.

- Specific challenges to address in order to create a sustainable waste management and promote a circular economy are:
- Broken supply chain of the waste collection
- Lack of market linkage for High Density Poly Ethylene (HDPE) and Low Density Poly Ethylene (LDPE)
- Lack of infrastructure and highly informal waste picking sector
- Challenging working condition and child labor
- Lack of transparency in plastic collection, disposal and supply chain

• Low livelihood standards of waste pickers

To solve the challenge, UNDP signed a partnership with Unilever to develop a plastic solid waste management system in Narayangonj City Corporation. The project will give specific attention to supply chain development of HDPE and LDPE. It will build on market dynamics until storing and sorting. Shredding and washing will be value added by the collection hubs (or plastic collection center) set up by the project. Finally, the project will engage a platform of sellers and buyers to ideate market linkage solutions. The latter will determine value addition contribution of the project after manufacturing.

## C. Scope of Work and Overall Objectives

Under the direct guidance of the Project Manager of LIUPCP with technical supervision from Programme Specialist - Environmental Sustainability and Energy, and Private Sector Engagement, the work of the firm aims to conduct a Baseline Assessment and a Seller Buyer Survey.

# Scope of Work:

The selected organization will have to:

- Map consumption and household segregation of plastic with specific focus on HDPE and LDPE, volumes and frequency
- Map current collection system coverage and identify gaps and HDPE and LDPE current price at collection. This includes mapping of solid waste management system and specifics of plastic waste
- Map storing, , sorting, shredding, and washing practices together with related pricing at each stage
- Map existing buyers and/or manufactures and related pricing of HDPE and LDPE
- Develop suggestions for Standards of Operation Protocol (SOP) to gather the same data over time as real time data
- Conduct Seller Buyer Survey mapping sellers of HDPE and LDPE in Narayangonj City Corporation and potential Buyers in both Narayangonj City Corporation as well as in Dhaka and/or other suggested geographies based on market knowledge
- Suggest recycling technology that could accommodate collected volumes of HDPE and LDPE and link quality recycled plastic to market
- Provide specific information on cost and profitability of the recycling sector for HDPE and LDPE at early stages and power relations between the different steps of the value chain.
- Design strategies to build up the value chain of recyclables with short value in the market, above all plastics with specific focus on HDPE and LDPE

## **Objectives:**

The overall objective of the assignment is work is to develop a HDPE and LDPE supply chain assessment in Narayangonj City Corporation and to do a Seller Buyer survey for recycled HDPE and LDPE. Regarding the Sellers, the geographic focus is Narayangonj City Corporation, while for the Buyer side the survey will include Dhaka based companies as well.

#### **Geographic Location of the work areas:**

Selected firm will work in in Narayangonj City Corporation and Dhaka.

# D. Expected Results and Deliverables

The main expected results of this work will be as following:

• Each Task listed above (Task 1 to 8) will be structured as plastic solid waste management report chapter.

Estimated Duration to complete assignment		
Tasks	Timeline (estimated)	
Task 1 – Develop data collection methodology	6 days	
Task 2 – Collect quantitative and qualitative data on consumer consumption and segregation of plastic waste, especially HDPE and LDPE. Quantitative data should include specific quantities at each step of the supply chain, while qualitative data should include geographic mapping of the supply chain.	15 days	
Task 3 – Collect data on storing, , sorting, shredding, and washing practices together with related pricing at each stage. Task 3 data is to be contextualized within overall Solid Waste mapping and needs to include info on waste pickers management and incentives – or lack thereof - to collect plastic	7 days	
Task 4 – Collect data on existing buyers and/or manufactures and related pricing of HDPE and LDPE	7 days	
Task 5 – Conduct Seller Buyer Survey mapping sellers of HDPE and LDPE in Narayangonj City Corporation and potential Buyers in both Narayangonj City Corporation as well as in Dhaka and/or other suggested geographies based on market knowledge	10 days	
Task 6 – Suggest recycling technology that could accommodate collected volumes of HDPE and LDPE and link quality recycled plastic to market.	12 days	
Task 7 – Provide specific information on cost and profitability of the recycling sector for HDPE and LDPE at early stages and power relations between the different steps of the value chain.		
Task 8- Design strategies to overcome existing supply chain challenges and build up the value chain of recyclables with short value in the market, above all plastics with specific focus on HDPE and LDPE	3 days	

In Total

60 working days over 2.5 months

#### E. Methodology

Methodology must be outlined in the proposal of the interested firm and must include key issues to be covered and data collection method including secondary data review (about the location and solid waste management best practices), meetings and interviews with relevant stakeholders, field visits, etc. Data collected should be statistically representative.

# F. Institutional Arrangement

The Contracted Organization will report to Project Manager of LIUPC Project of UNDP with technical supervision from Programme Specialist - Environmental Sustainability and Energy, and Private Sector Engagement.

## G. Duration of the Work and Duty Stations

This mapping work will require 60 workdays over a period of 2.5 months.

The expected start date is Mid September 2020. The Organization is expected to work from their own offices, attend meetings at LIUPCP HQ as required, and visit field sites. This assignment is based in Dhaka and in Narayangonj City Corporation.

#### H. Qualifications of the Successful Contractor

The key qualifications required of the Firm, Design & supervision coordinator and QA & safety Engineer are listed below. Firms are welcome to propose additional team members in order to meet the objectives of the consultancy within the allotted time period. CVs must be tailored to demonstrate competence against these requirements. Failure to demonstrate the experience of the firm and individual team members against these eligibility criteria will result in proposals being discarded.

#### **Minimum Eligibility Criteria:**

- Minimum 5 years working experience in plastic waste management and/or supporting private sector in waste management supply chain
- Successfully completion at least five (3) similar assignments in the last 5 years with the evidence of Job completion certificate/ Work Order/ Purchase order from competent authority.
- Latest Audited Financial Statement or audited report for last two fiscal years— (income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc.)
- Experience of working with government, UN Agencies, INGOs, development partners on issues related to sustainable development goals nationally or internationally (description with completion report/final product)

- 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.
- Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or another UN Ineligibility List.

Team composed of minimum three people, including a team leader, a waste management expert, and supply chain and/or business modeling expert for carrying out the assignment, the firm should provide detailed information and curriculum vitae of the following key personnel with the Proposal:

#### **Team Leader:**

Team Leader will the liaison point between UNDP and the firm. He/she should coordinate the overall activities of this consultancy work, supervision and ensuring quality of work.

- At least MS degree in Geography or Environment/Disaster Management or any relevant discipline.
- At least five years of work experience in the field relevant to this assignment.
- Prior experience to work with UN agencies in a leading position is desirable.

#### **Waste Management Expert:**

- Bachelor's degree in Geography and Environment/Disaster Management or any relevant discipline.
- At least five years of work experience in the field relevant to this assignment.

## **Supply Chain and/or Business Modelling Expert:**

- Bachelor's degree in Business Administration or any relevant discipline.
- At least five years of work experience in the field relevant to this assignment.

#### **Competencies**

#### **Corporate Competencies:**

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

#### **Functional Competencies:**

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

#### I. Scope of Price Proposal and Schedule of Payments

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, subsistence and ancillary expenses. The financial proposal shall specify the total lump sum amount and must be all inclusive (professional fees, travel costs, living allowances, medical allowances, communications costs etc.)

UNDP shall affect payments, by bank transfer to the consultancy firm's bank account, upon acceptance by LIUPC/UNDP of the deliverables specified in the ToR. Payments will be based on milestone deliverables upon submission of invoice and upon certification of the work completed.

**1**<sup>st</sup> **installment:** 20% of the total contract value will be paid after the submission of tasks 1. After 6 days.

**2**<sup>nd</sup> **installment**: 40% of the total contract value will be paid after the submission task 2 and 3 after 28 days.

**3**<sup>rd</sup> **installment**: 40% of the total contract value will be paid after competition of task 4 to 8 after 60 days.

## J. Recommended Presentation of proposal

Interested firms must submit the following: a detailed proposal made up of documentation to demonstrate the qualifications of the prospective firm (max number of pages), to enable appraisal of competing bids. This should include technical and financial proposals, details of which are listed below.

# 1. Technical Proposal

- (i) Name of Firm and details of registration, address and bank account; business registration certificate and corporate documents (Articles of Association or other founding authority); description of present activities and most recent annual report (including audited financial statements);
- (ii) Description of experience in projects of a comparable nature, with specific description of technical specialization of the Firm in the required area;
- (iii) List of current and past assignments of the Firm (Report);
- (iv) Methods and approaches to be adopted in delivering this assignment, including implementation timelines;
- (v) CVs of the proposed team leader and experts to be included within the team. Please note that proposing firms will be expected to deploy the consultants listed in the proposal; substitutions will only be accepted with the prior consent of UNDP.

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

- (i) The financial proposal shall specify a total delivery amount in BDT i.e. travel cost, subsistence per diems, printing costs, consultation workshop costs and overhead recharges.
- (ii) To assist UNDP in the comparison of financial proposals, the financial proposal will include a breakdown of this amount, disclosing the key assumption employed in costing the working. This must at least specify: the daily rates and number of anticipated working days (for each

professional team member), any travel costs and overhead recharges. Payments will be based upon output, i.e. upon delivery of the services specified in the ToR.

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

#### **K. Evaluation**

In response to the invitation of tender, the contractor will have to submit a Technical Proposal as per the Terms of Reference of the scheme and a Financial Proposal separately (in 2 separate envelopes). The tender selection committee will first evaluate the technical proposal of the firms/institutions. Any firms/institutions getting more than 70% of the maximum achievable points in the technical proposal will be considered responsive for financial appraisal, and ultimately therefore, for contracting. The financial proposal will be evaluated based on lowest price.

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

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

Criteria	Weight	Max Points
Technical	70	
1. Expertise of firm		
Profile of the firm and list of clients	5	
Experience of conducting relevant works	10	
Previous experience of working with a UN agency / International NGO / bilateral donor / Government	5	
2. Team Leader		
Relevance of education	5	
Experience in mapping, conducting Seller-Buyer survey, managing	10	
diverse work teams and partners, quality reporting.		
3. Waste Management Expert		
Relevance of education and	10	
Years of experience in relevant field		
3. Supply Chain and/or Business Modeling Expert		
Relevance of education and	10	
Years of experience in relevant field		
4. Methodology		
Quality and relevance of proposed approach and methodology	10	
Quality of proposed analytical framework	5	
Financial	30	
Total	100	

# L. Responsibilities of the Contractor regarding cost component

All costs related to this assignment including logistics, office arrangements, accommodation, etc. shall be borne by the contractor.

# M. Responsibilities of UNDP regarding cost component

UNDP shall pay the lump sum amount quoted in the financial proposal and shall be paid as achievement of milestones as per the ToR.

Achieving the deliverables shall be the sole responsibility of the contractor. Any delay shall be communicated to the LIUPCP team along with a plan to remedy the delay

# N. Identification of Risk and Risk Mitigation Plan

The firm will be solely responsible for the deliverables and will be responsible to achieve these milestones. Any delay should be reported prior the time point of the milestones as per the submitted work plan.

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# **Declaration**

Date:

# **United Nations Development Programme**

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

Assignment: Hiring Firm for plastic waste baseline assessment and Seller-Buyer Survey in Narayanganj city corporation

Reference: RFP-BD-2020-023

Dear Sir,

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

Yours Sincerely,