



REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: March 25, 2021
	REFERENCE: Re-advertisement of RFP-BD-2021-004

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Re-advertisement - Hiring a firm for Developing Business Continuity Plan (BCP) in Selected Economic Zones and Industrial Unit of Bangladesh.**

Proposals shall be submitted on or before 4.30 p.m. (local time) on Thursday, April 08, 2021

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 in the e-Tendering system. Bids must be submitted in the online e-Tendering system in the following link:

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

Username: event.guest

Password: why2change

and follow the registration steps as specified in the **System User Guide**.

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

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

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

A handwritten signature in blue ink, appearing to read 'H. Karim'.

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:

<http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html>

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 :

https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscc/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Krishna Raj Adhikari
Senior Operations Manager
UNDP Bangladesh
3/25/2021



Description of Requirements

Context of the Requirement	<p>Bangladesh has made significant progress in disaster risk management, but the country is still at risk of growing loss and damage due to disaster and climate stresses. The evidence shows that the current and likely future impacts of disaster and climatic stresses on the economy, livelihoods and assets of the country has been pointedly increased in the past decades. However, the country has earned global reputation in many areas of the Millennium Development Goals (MDGs) and Hyogo Framework of Action (HFA), and currently development agenda is highly focused in achieving the Sustainable Development Goals (SDGs), Paris Climate Agreement and Sendai Framework for Disaster Risk Reduction (SFDRR).</p> <p>National Resilience Programme (NRP) is joint programme being implemented by four GoB agencies – Department of Disaster Management (DMD), Programming Division of Bangladesh Planning Commission, Department of Women’s Affairs and Local Government Engineering Department (LGED). With the financial support from FCDO (UK), SIDA (Sweden) and from the Government of Bangladesh. The main goal of NRP is to contribute for sustaining economic growth through risk informed development, assisting resilience efforts to the community, and making the development planning-gender responsive and inclusive. NRP-Programming Division Part Project is designed to contribute for institutionalization of disaster and climate risk screening in planning process, promote resilience in public and private sector investment and enhance the knowledge base on disaster resilience among the business community. The NRP also considers emerging issues like pandemic as a component of resilience and human induced hazard is also emphasized to minimize economic loss.</p> <p>As part of NRP efforts for promoting resilience in business, developing guideline and piloting multi-hazard Business Continuity Plans (BCP) in economic zones and industries are identified as one of the key interventions. Considering the significant contribution of Economic Zones (EZs) to Bangladesh economy managed by the Bangladesh Economic Zones Authority (BEZA) under Prime Minister’s Office, the NRP will work with BEZA for developing guidelines of area BCP and piloting in two designated economic zones (i.e. Bangabandhu Sheikh Mujib Shilpa Nagar (BSMSN) and Meghna Industrial Economic Zone (MIEZ)). BSMSN is located at the adjoining Upazilas of Chattogram and Feni with an area of 30000 acres of land aiming to develop a planned Industrial City and employment for 1.5 million people within next 15 years. As a private economic zone, MIEZ is situated in the Sonargaon Upazila of Narayanganj district with an area of 110 acre.</p> <p>In addition, a guideline on enterprise-level BCP will be formulated and piloted in a selected industry of Chattogram in partnership with Chattogram Chamber of Commerce and Industry (CCCI). Under the partnership between NRP and CCCI, Center of Excellence under CCCI has conducted a baseline survey on BCP, which can be used as background document for initiating BCP-related work in Chattogram. Moreover, NRP is supporting to prepare Industry Sector Risk Profile of Chattogram, which will serve good source for enterprise-level BCP.</p>
-----------------------------------	--

	Under above-mentioned context, as a technical partner of NRP- Programming Division, UNDP Bangladesh is soliciting technical and financial proposals from experienced firms for developing BCP guidelines and piloting in selected economic zones and industries.
Objectives of the assignment	<p>The primary objective of a BCP is to ensure firm's capacity to resume its operational effectiveness within a specific period of time after the onset of a disaster or other disrupting event. Therefore, BCP is considered as a method for generating system identify all the probable threats that can affect the company's operation and suggest preventive and recovery measures to alleviate the loss.</p> <p>However, the main objective of the assignment is to generate knowledge on BCP for investors and regulators and provide clear guidance on developing and piloting multi-hazard business continuity plans in two economic zones of BEZA and an industrial unit located in Chattogram, Bangladesh. The selected entity will also be expected to develop the training modules based on the said modified and adjusted BCP and develop a plan for knowledge/skill transfer to relevant officials from public and private sector.</p> <p>The specific objectives are:</p> <ul style="list-style-type: none"> -To assist regulating agencies and investors in institutionalizing BCP based on the learning in selected economic zones of BEZA and selected industry; -To provide training decision makers and staffs of pilot business entities; and -To document the process of design, implementation, and lessons learned.
Scope of work	<p>The scope of work will include following:</p> <ul style="list-style-type: none"> • Inception report incorporating research framework, methodology and a time bound work plan; • Consult with Programming Division of Bangladesh Planning Commission, UNDP and key Business Continuity (BC) and Disaster Recovery (DR) staff of BEZA and selected industry, fund, programme and specialized agency to understand existing BC and DR plans; • Identify all existing data sources and evaluate their availability, accessibility, and quality for developing BCP; identify data gaps and possible solutions to fill these gaps; • Develop a working paper on Business Continuity Management (BCM) and Business Continuity Plan (BCP); • Conduct gap analysis of existing Business Continuity Management System (BCMS) (if available) and review existing BCMS framework and policies, particularly focusing on BCP and develop an implementation plan for BCM; • Identify and develop institutional framework for implementation of BCP in selected EZs and industry; • Conduct risk assessment (identify and profile the selected entities' business processes, services/products and other assets based on their criticality) and a

	<p>thorough Business Impact Analysis (BIA) and compilation of a comprehensive BIA report;</p> <ul style="list-style-type: none"> • Develop guidelines and templates (for area BCP and enterprise level BCP), and formulate and pilot Business Continuity Plans for selected economic zones and industry; • Revise and update the developed BCP and documentation of piloting experience and learning; • Set up business continuity team (Structure and their roles and responsibilities) in designated business entities; • Review existing plans (emergency plans/disaster recovery plans/other contingency plans) that are already in plan in order ensure alignment with new plans (BCPs); • Develop training module on BCP and ensure Skills/knowledge transfer through training & awareness on the approved BCPs; and • Engage Senior Management, BCM team, and other stakeholders in the discussions around the development and piloting BCPs in Economic Zones of BEZA and an industry of Chattogram.
Implementing Partner of UNDP	Programming Division of Bangladesh Planning Commission
Brief Description of the Required Services	As per ToR
Time Frame	<p>The consulting firm will present appropriate work modality/approach, detail ToR. Other interim reports may be produced to facilitate the completion of the assignment, at the discretion of the consulting firm. The firm will ensure comprehensive, coherent, high quality reporting, in clear and professional format. In case of doubt, the project manager will determine the format of reporting. However, payments will be made in accordance with the submission and acceptance of project completion report as outlines below. Note that the selected firm will get total 120 days over five months from the date of contact signing.</p>

List and Description of Expected Outputs to be Delivered	UNDP requires the assignment to be completed within 120 days over a period of five (5) months after the signing of the contract the following table gives the deliverables along with the deadlines.		
	Sl. No.	Deliverables	Days required (Estimated)
	1.	Inception report and inception workshop report	10 days
	2.	Working paper on BCM and BCP	20 days
	3.	<ul style="list-style-type: none">Detailed report on the findings and observations based on the review of any existing business continuity and disaster recovery plans practiced by BEZA and selected industry;BCM strategy and framework, and Workshop report	
	4.	Draft guidelines and templates for BCP	10 days
	5.	BIA and risk assessment report and sharing workshop report	15 days
	6.	Draft BCPs for EZs of BEZA and Industry of Chattogram.	15 days
	7.	<ul style="list-style-type: none">Final BCP guidelines and templates;Final area BCPs for BSMSN & MIEZ, and enterprise-level BCPs for an industry of Chattogram;Piloting experiences and lessons learned;Plans of actions for annual exercise and regular review.	20 days
	8.	<ul style="list-style-type: none">Strategy for Institutionalization of BCP at BEZA and industries;Detail report on engagement stagey of macro-level institutional actors for scaling up BCPs in other EZs and industries.	10 days
	9.	<ul style="list-style-type: none">Training strategies for conducting technical training, end-user training and for initial implementation and annual training;Regular training manual on BCP;Training report and other workshop reports.	20 days
	10.	Project completion report	10 days
		Total days	120 days
	Person to Supervise the Work/Performance of the Service Provider	The contracted firm will report to Project Director of NRP-PD and Project Manager, NRP-PD in close coordination with Programme Specialist (Climate change & Disaster Risk Management), Resilience and Inclusive Growth cluster of UNDP Bangladesh.	
Frequency of Reporting	As indicated in the ToR		
Progress Reporting Requirements	As indicated in the ToR		
Location of work	<input type="checkbox"/> Exact Address/es As indicated in the ToR		

Expected duration of work	Duration of the assignment will be 120 Calendar days over a period of 5 months
Target start date	1 st Week of May, 2021
Latest completion date	1 st Week of October, 2021
Travels Expected	<p><i>As indicated in the ToR</i></p> <p>The Firm/Agency/Institution will incorporate costs of field visits and domestic travel (if required) in their proposal. The assignment will be done mostly in desk review, visits to selected two economic zones, an industrial unit of Chattogram, data collection through consultations with relevant stakeholders, data analysis, stakeholder consultation, etc. The consultants/team members for this assignment will be managed by the firm.</p>
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Others <i>[pls. specify]</i>
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input checked="" type="checkbox"/> As per ToR
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars (USD) or, <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency (BDT)
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be exclusive of VAT

	<i>Incurred VAT amount needs to be shown separate line in the submitted financial proposal by the firm</i>																											
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days <p>In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.</p>																											
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted																											
Payment Schedule	<table border="1"> <thead> <tr> <th>Sl. No.</th><th>Deliverables</th><th>Delivery Schedule</th></tr> </thead> <tbody> <tr> <td>1</td><td>Inception report and inception workshop report</td><td>10% of total contract (Second Week of May 21)</td></tr> <tr> <td>.</td><td>Working paper on BCM and BCP</td><td></td></tr> <tr> <td>2</td><td> <ul style="list-style-type: none"> Detailed report on the findings and observations based on the review of any existing business continuity and disaster recovery plans practiced by BEZA and selected industry; BCM strategy and framework, and Workshop report. </td><td>20% of total contract (Third Week of June 21)</td></tr> <tr> <td>3</td><td>Draft guidelines and templates for BCP</td><td></td></tr> <tr> <td>1.</td><td>BIA and risk assessment report and sharing workshop report</td><td></td></tr> <tr> <td>2.</td><td>Draft BCPs for EZs of BEZA and Industries of Chattogram.</td><td>25% of total contract (Third Week of August 21)</td></tr> <tr> <td>3.</td><td> <ul style="list-style-type: none"> Final BCP guidelines and templates; Final area BCPs for BSMSN & MIEZ, and enterprise-level BCPs for an industry of Chattogram; Piloting experiences and lessons learned; Plans of actions for annual exercise and regular review. </td><td></td></tr> <tr> <td>4.</td><td> <ul style="list-style-type: none"> Strategy for Institutionalization of BCP at BEZA and industries; Detail report on engagement stagey of macro-level institutional actors for scaling up BCPs in other EZs and industries. </td><td>25% of total contract</td></tr> </tbody> </table>	Sl. No.	Deliverables	Delivery Schedule	1	Inception report and inception workshop report	10% of total contract (Second Week of May 21)	.	Working paper on BCM and BCP		2	<ul style="list-style-type: none"> Detailed report on the findings and observations based on the review of any existing business continuity and disaster recovery plans practiced by BEZA and selected industry; BCM strategy and framework, and Workshop report. 	20% of total contract (Third Week of June 21)	3	Draft guidelines and templates for BCP		1.	BIA and risk assessment report and sharing workshop report		2.	Draft BCPs for EZs of BEZA and Industries of Chattogram.	25% of total contract (Third Week of August 21)	3.	<ul style="list-style-type: none"> Final BCP guidelines and templates; Final area BCPs for BSMSN & MIEZ, and enterprise-level BCPs for an industry of Chattogram; Piloting experiences and lessons learned; Plans of actions for annual exercise and regular review. 		4.	<ul style="list-style-type: none"> Strategy for Institutionalization of BCP at BEZA and industries; Detail report on engagement stagey of macro-level institutional actors for scaling up BCPs in other EZs and industries. 	25% of total contract
Sl. No.	Deliverables	Delivery Schedule																										
1	Inception report and inception workshop report	10% of total contract (Second Week of May 21)																										
.	Working paper on BCM and BCP																											
2	<ul style="list-style-type: none"> Detailed report on the findings and observations based on the review of any existing business continuity and disaster recovery plans practiced by BEZA and selected industry; BCM strategy and framework, and Workshop report. 	20% of total contract (Third Week of June 21)																										
3	Draft guidelines and templates for BCP																											
1.	BIA and risk assessment report and sharing workshop report																											
2.	Draft BCPs for EZs of BEZA and Industries of Chattogram.	25% of total contract (Third Week of August 21)																										
3.	<ul style="list-style-type: none"> Final BCP guidelines and templates; Final area BCPs for BSMSN & MIEZ, and enterprise-level BCPs for an industry of Chattogram; Piloting experiences and lessons learned; Plans of actions for annual exercise and regular review. 																											
4.	<ul style="list-style-type: none"> Strategy for Institutionalization of BCP at BEZA and industries; Detail report on engagement stagey of macro-level institutional actors for scaling up BCPs in other EZs and industries. 	25% of total contract																										

			(Third Week of September 21)															
5.	<ul style="list-style-type: none"> Training strategies for conducting technical training, end-user training and train the trainers for initial implementation and annual training; Training manual on BCP; Training report and other workshop reports. 																	
6.	<ul style="list-style-type: none"> Project completion report. 		20% of total contract (First Week of October 21)															
Institutional Arrangement for Contract Administration /completed services and authorize the disbursement of payment	The firm will be contracted by the UNDP Bangladesh under UNDP's standard rules, condition and regulations. The contracted firm will report to Project Director of NRP-PD and Project Manager, NRP-PD in close coordination with Programme Specialist (Climate change & Disaster Risk Management), Resilience and Inclusive Growth cluster of UNDP Bangladesh. BCP Technical Advisory Group, BEZA and Project Manager of NRP-PD will provide oversight and quality assurance who will also carry out performance evaluation after successful completion of the assignment.																	
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement <input type="checkbox"/> Other Type of Contract																	
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.																	
Criteria for the Assessment of Technical Proposal	Evaluation Matrix <table border="1" data-bbox="424 1695 1327 1930"> <thead> <tr> <th colspan="2">Summary of Technical Proposal Evaluation Forms</th><th>Points Obtainable</th></tr> </thead> <tbody> <tr> <td>1</td><td>Bidder's qualifications, capacity and experience</td><td>225</td></tr> <tr> <td>2</td><td>Proposed Method, Working Approach and Implementation Plan</td><td>400</td></tr> <tr> <td>3</td><td>Management Structure and Key Personnel</td><td>375</td></tr> <tr> <td colspan="2">Total</td><td>1000</td></tr> </tbody> </table>			Summary of Technical Proposal Evaluation Forms		Points Obtainable	1	Bidder's qualifications, capacity and experience	225	2	Proposed Method, Working Approach and Implementation Plan	400	3	Management Structure and Key Personnel	375	Total		1000
Summary of Technical Proposal Evaluation Forms		Points Obtainable																
1	Bidder's qualifications, capacity and experience	225																
2	Proposed Method, Working Approach and Implementation Plan	400																
3	Management Structure and Key Personnel	375																
Total		1000																

Section 1. Bidder's qualification, capacity and experience		Points obtainable
1.1	Reputation of Firm Organization and Staff Credibility / Reliability / Industry Standing / Litigation and Arbitration History	30
1.2	Demonstrated experience in developing strategies for disaster risk management, climate change, environment, and multi-hazard business continuity issues for economic zones and industries, and experiences in international/national technical assistance projects focusing on implementing similar projects for economic zones and industries	80
1.3	Contracts of similar value, nature and complexity implemented which demonstrate proven experience on disaster risk management, climate change, environment, and business continuity issues, and experiences in international/national technical assistance projects focusing on implementing BCM and multi-hazard BCP	60
1.4	Demonstrated experience in strong project management skills and good understanding of BCM, BCP, climate change and Disaster recovery related issues	20
1.5	Experience working with the United Nations/ Government/ bi-lateral organizations/INGO or similar mission-driven organizations	25
1.6	Organizational Commitment to Sustainability (mandatory weight) -Organization is compliant with ISO 14001 or ISO 14064 or equivalent -Organization is a member of the UN Global Compact -Organization demonstrates significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	10
Total Section 1		225
Section 2. Proposed Method, Working Approach and Implementation Plan		Points obtainable
2.1	Description of the Bidder's working approach and methods for meeting or exceeding the requirements of the Terms of Reference	100
2.2	Description of the Bidder's approach and tools to the assignment (Implementing multi-hazard BCPs in selected economic zones and industries)	160
2.3	Quality of the proposed work plan operation plan	100
2.4	Quality of provided case studies demonstrating similar projects	40
Total Section 2		400
Section 3. Management Structure and Key Personnel		Points obtainable
3.1	Composition and structure of the team proposed. Are the proposed roles of the management and the team of	50

		key personnel suitable for the provision of the necessary services?	
	3.2	Qualifications of key personnel proposed	
	3.2.1	Project Manager or Team Leader	100
		<i>Expert Name</i>	
		Proven experience and education in the relevant areas	40
		Expertise in the areas of climate/disaster risk and vulnerability, assessment, multi-hazard assessment, emergency response and disaster recovery	40
		Proven experience in leading relevant projects/activities	20
	3.2.2	Expert -1: Disaster Risk Management/BCM specialist (Number of Position: 03)	110
		<i>Experts' name</i>	
		Combined experience and education in the relevant areas	40
		Experiences of two experts in implementing BCP or BCM related activities	40
		Knowledge and experience of the Bangladesh context	15
		Proven experience in the similar assignments	15
	3.2.3	Expert -2: Training and Curriculum Development Specialist (Number of Position: 01)	60
		<i>Expert's name</i>	
		Experience and education in the area of training, capacity building and/or teaching	25
		Practical experience in developing training manual for technical topics, preferably in disaster risk management and climate change related issues	20
		Proven experience in the similar assignments	15
	3.2.4	Documentation and Technical Writer - (Number of Position 01)	55
		<i>Expert's name</i>	
		Proven experiences and education in respective areas	20
		Experience in technical documentation disaster risk management/business continuity and report writing	20
		Proven experience in the similar assignments	15
	Total Section 3		375
Criteria for the Assessment of Proposal	<p>The services of a firm will be hired through competitive bidding to complete the assignment. The Research institutes, Universities, NGOs, think-tanks and consulting firms having proven expertise and experience of developing BCP and its implication can submit the proposal. Prior to the technical evaluation all proposals will be screened based on the minimum eligibility criteria mentioned below:</p> <p>I. The firm must be a registered entity. Updated Registration Papers, Tax Payment Certification, etc. must be submitted;</p>		

	<p>II. Company profile, which should not exceed 15 pages including any printed brochure relevant to the services being procured;</p> <p>III. The firm /company should have minimum 05 years of experience in the areas of disaster risk management, climate change, environment, and business continuity issues either in Bangladesh or outside the country.</p> <p>IV. The bidder should have undertaken at least 02 similar projects on disaster risk management, climate change, environment, and business continuity issues locally and regionally in last 05 years;</p> <p>V. The firm must have experience of working with UN/development organizations/donors/ Government;</p> <p>VI. Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc Not less than 50 lacs BDT considering the minimum average annual turnover of the company in last 03 years; and</p> <p>VII. Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.</p> <p>Note: Firms that do not meet the above eligibility criteria shall not be considered for further evaluation. Necessary documentation must be submitted to substantiate the above eligibility criteria.</p> <p>** Joint Venture /Consortium having local lead agency in Bangladesh can submit proposal **</p> <p>Minimum eligibility criteria of the key personnel: This assignment requires senior and professional advice based on substantive experience and qualifications of the contracting firm, based on a team approach comprising several experts. Following categories of human resources may be required for accomplishing the proposed assignment. Alternatively, the firm can propose positions of team members in line with the requirements mentioned in the TOR and their engagement plan.</p> <p>Project Manager/Team Leader– (Number of Position: 01) :</p> <ul style="list-style-type: none"> • Master’s degree in Urban and Regional Planning/Civil Engineering/Business Management/Environment Science & Management/Social Science or any relevant field; • 10 years of progressive experience with at least 03 proven experiences of managing similar and/or large-scale projects in relevant sectors/areas; • Extensive national experiences in climate/disaster risk and vulnerability, assessment, multi-hazard assessment, emergency response and disaster recovery;
--	--

	<ul style="list-style-type: none"> • Must have excellent report writing skills and experiences in writing and presenting reports to a highly professional and policy level. <p>Specialist/experts: Disaster Risk Management/BCM specialist (Number of Position: 03):</p> <ul style="list-style-type: none"> • Considering the scope of the project and timelines, the project team should be consisted of 3 experts with practical skills in risk management and preparing business continuity plans for in industries and industrial areas, and in particular working with employees/BCP team to achieve implementation of planning. Please indicates the responsibilities and qualifications of such personnel and include the amount of time each will be assigned to the project. • Master's degree in Civil Engineering/ Hydrology/ Geology, Environmental Science/ Management/ Climate Change Science/ Disaster Management/ Physics/ International Development/ Mathematics/ Statistics or any other related fields; • Minimum 07 years of professional experiences in climate/disaster risk and vulnerability, assessment, multi-hazard assessment, emergency response and disaster recovery; • Experience of completing at least 02 assignments in similar field. List of completed assignments/research/publications to be enclosed with the CV. • Proven experience of working with a multi-disciplinary team <p>Specialist/experts: Training and Curriculum Development Specialist (Number of Position: 01)</p> <ul style="list-style-type: none"> • Minimum Masters degree or equivalent in economics/development studies/disaster management/sociology /geography and environmental sciences or any other relevant subject. • Minimum 07 years work experience with GoB/INGOs/ UN agencies or
--	--

	<p>private sectors in the area of training, capacity building and/or teaching;</p> <ul style="list-style-type: none"> • Experience of completing at least 03 assignments in similar field. List of completed research/publication to be enclosed in CV. List of completed assignments to be enclosed with the CV. • Proven experiences of developing training needs assessment, conducting training and preparing training manual and reports; <p>Documentation and Technical Writer - (Number of Position 01):</p> <ul style="list-style-type: none"> • At least a bachelor's degree in GIS, geography, computer science, engineering, planning, natural resources or related field; • 05 years of progressive experience in the disaster recovery/business continuity related field on Technical Documentation; and • Experience of completing at least three assignments in similar field. List of completed assignments/researches/publications to be enclosed in CV. <p>Competencies required for all proposed human resources:</p> <ul style="list-style-type: none"> • Excellent skills in writing, editing and oral communication skills in English, and Bangla is must for the aforementioned positions; • Ability to hold discussion with government senior officials, private sector and development partners; • Must have good track record in good financial management and reporting mechanism; • Experience of working in Bangladesh. • Ability to work with multi-disciplinary group of people <p><i>Consultancy firm that do not meet the above eligibility criteria shall not be considered for further evaluation.</i></p> <p><u>Technical Proposal (70%)</u></p> <p><input checked="" type="checkbox"/> Background experience/ Expertise of Firm</p> <p><input checked="" type="checkbox"/> Adequacy and comprehensiveness of the proposal (concept, approach, work plan)</p> <p><input checked="" type="checkbox"/> Qualifications and competence of the key staff for the Assignment</p> <p>BASIS OF TECHNICAL EVALUATION: As per ToR</p> <p>Financial Proposal (30%)</p> <p>In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The contract will be awarded to the bidder offering the 'best value for money'. The contract will be awarded to the Contractor based on the cumulative method. The formula for the rating of the Proposals will be as follows:</p>
--	---

	<p>Rating the Technical Proposal (TP): $TP \text{ Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$</p> <p>Rating the Financial Proposal (FP): $FP \text{ Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$</p> <p>Total Combined Score: $(TP \text{ Rating}) \times (\text{Weight of TP, e.g. 70\%}) + (FP \text{ Rating}) \times (\text{Weight of FP, e.g., 30\%})$ = Total Combined and Final Rating of the Proposal</p>
	The proposal obtaining the overall highest score after adding the score of the technical proposal and the financial proposal is the proposal that offers best value for money
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <input checked="" type="checkbox"/> Detailed TOR (Annex 4) <input checked="" type="checkbox"/> Written Self-Declaration (Annex 5)
Contact Person for Inquiries (Written inquiries only)	<p>Email: bd.procurement@undp.org</p> <p><i>Please mention the following in the subject while sending any query to UNDP regarding this RFP on or before Wednesday, <u>31 March 2021, CoB:</u></i></p> <p><u>“Queries on Re-advertisement of RFP-BD-2021-004”</u></p> <p>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.</p>
Other Information	<p>Pre-bid Meeting will be Conducted as per detail below:</p> <p>Date: Wednesday, 31 March 2021 Time: 11:00 AM Bangladesh time Venue: ONLINE (Through Zoom Meeting)</p> <p>Click and join:</p> <p>Join Zoom Meeting</p> <p>https://undp.zoom.us/j/82579071134?pwd=OW4rKzNaUmhNSEhGMIRWL1ZRSk4wQT09&from=addon</p>

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

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

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

Minimum eligibility criteria of the consultancy firm and HR: Please refer to page no 07 of this document and the attached ToR at the bottom of this document.

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.

A. 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.*

B. Cost Breakdown per Deliverable* (The file with the “FINANCIAL PROPOSAL” must be encrypted with a password)

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

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

C. Cost Breakdown by Cost Component [*This is only an Example*] (The file with the “FINANCIAL PROPOSAL” must be encrypted with a password):

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

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

[Designation]

[Date]

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

13.1 The recipient (“Recipient”) of such information shall:

- 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
- 13.1.2** use the Discloser’s Information solely for the purpose for which it was disclosed.

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

- 13.2.1** any other party with the Discloser’s prior written consent; and,
- 13.2.2** the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:
 - 13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
 - 13.2.2.2** any entity over which the Party exercises effective managerial control; or,
 - 13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

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

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

15.0 TERMINATION

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

these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

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

19.0 CHILD LABOUR

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

20.0 MINES:

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all

appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

23.0 AUTHORITY TO MODIFY:

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

ToR for Developing Business Continuity Plan (BCP) in Selected Economic Zones and Industrial Unit**(a) Background**

Bangladesh has made significant progress in disaster risk management, but the country is still at risk of growing loss and damage due to disaster and climate stresses. The evidence shows that the current and likely future impacts of disaster and climatic stresses on the economy, livelihoods and assets of the country has been pointedly increased in the past decades. However, the country has earned global reputation in many areas of the Millennium Development Goals (MDGs) and Hyogo Framework of Action (HFA), and currently development agenda is highly focused in achieving the Sustainable Development Goals (SDGs), Paris Climate Agreement and Sendai Framework for Disaster Risk Reduction (SFDRR).

National Resilience Programme (NRP) is joint programme being implemented by four GoB agencies – Department of Disaster Management (DMD), Programming Division of Bangladesh Planning Commission, Department of Women's Affairs and Local Government Engineering Department (LGED). With the financial support from FCDO (UK), SIDA (Sweden) and from the Government of Bangladesh. The main goal of NRP is to contribute for sustaining economic growth through risk informed development, assisting resilience efforts to the community, and making the development planning-gender responsive and inclusive. NRP-Programming Division Part Project is designed to contribute for institutionalization of disaster and climate risk screening in planning process, promote resilience in public and private sector investment and enhance the knowledge base on disaster resilience among the business community. The NRP also considers emerging issues like pandemic as a component of resilience and human induced hazard is also emphasized to minimize economic loss.

As part of NRP efforts for promoting resilience in business, developing guideline and piloting multi-hazard Business Continuity Plans (BCP) in economic zones and industries are identified as one of the key interventions. Considering the significant contribution of Economic Zones (EZs) to Bangladesh economy managed by the Bangladesh Economic Zones Authority (BEZA) under Prime Minister's Office, the NRP will work with BEZA for developing guidelines of area BCP and piloting in two designated economic zones (i.e. Bangabandhu Sheikh Mujib Shilpa Nagar (BSMSN) and Meghna Industrial Economic Zone (MIEZ)). BSMSN is located at the adjoining *Upazilas* of Chattogram and Feni with an area of 30000 acres of land aiming to develop a planned Industrial City and employment for 1.5 million people within next 15 years. As a private economic zone, MIEZ is situated in the Sonargaon *Upazila* of Narayanganj district with an area of 110 acre.

In addition, a guideline on enterprise-level BCP will be formulated and piloted in a selected industry of Chattogram in partnership with Chattogram Chamber of Commerce and Industry (CCCI). Under the partnership between NRP and CCCI, Center of Excellence under CCCI has conducted a baseline survey on BCP, which can be used as background document for initiating BCP-related work in Chattogram. Moreover, NRP is supporting to prepare Industry Sector Risk Profile of Chattogram, which will serve good source for enterprise-level BCP.

Under above-mentioned context, as a technical partner of NRP- Programming Division, UNDP Bangladesh is soliciting technical and financial proposals from experienced firms for developing BCP guidelines and piloting in selected economic zones and industries.

(b) Objectives of the assignment

The primary objective of a BCP is to ensure firm's capacity to resume its operational effectiveness within a specific period of time after the onset of a disaster or other disrupting event. Therefore, BCP is considered as a method for generating system identify all the probable threats that can affect the company's operation and suggest preventive and recovery measures to alleviate the loss. However, the main objective of the assignment is to generate knowledge on BCP for investors and regulators and provide clear guidance on developing and piloting multi-hazard business continuity plans in two economic zones of BEZA and an industrial unit located in Chattogram, Bangladesh. The selected entity will also be expected to develop the training modules based on the said modified and adjusted BCP and develop a plan for knowledge/skill transfer to relevant officials from public and private sector. The specific objectives are:

- To assist regulating agencies and investors in institutionalizing BCP based on the learning in selected economic zones of BEZA and selected industry;
- To provide training decision makers and staffs of pilot business entities; and
- To document the process of design, implementation, and lessons learned.

(c) Scope of work

The scope of work will include following:

- Inception report incorporating research framework, methodology and a time bound work plan;
- Consult with Programming Division of Bangladesh Planning Commission, UNDP and key Business Continuity (BC) and Disaster Recovery (DR) staff of BEZA and selected industry, fund, programme and specialized agency to understand existing BC and DR plans;
- Identify all existing data sources and evaluate their availability, accessibility, and quality for developing BCP; identify data gaps and possible solutions to fill these gaps;
- Develop a working paper on Business Continuity Management (BCM) and Business Continuity Plan (BCP);
- Conduct gap analysis of existing Business Continuity Management System (BCMS) (if available) and review existing BCMS framework and policies, particularly focusing on BCP and develop an implementation plan for BCM;
- Identify and develop institutional framework for implementation of BCP in selected EZs and industry;
- Conduct risk assessment (identify and profile the selected entities' business processes, services/products and other assets based on their criticality) and a thorough Business Impact Analysis (BIA) and compilation of a comprehensive BIA report;
- Develop guidelines and templates (for area BCP and enterprise level BCP), and formulate and pilot Business Continuity Plans for selected economic zones and industry;
- Revise and update the developed BCP and documentation of piloting experience and learning;
- Set up business continuity team (Structure and their roles and responsibilities) in designated business entities;
- Review existing plans (emergency plans/disaster recovery plans/other contingency plans) that are already in plan in order ensure alignment with new plans (BCPs);
- Develop training module on BCP and ensure Skills/knowledge transfer through training & awareness on the approved BCPs; and
- Engage Senior Management, BCM team, and other stakeholders in the discussions around the development and piloting BCPs in Economic Zones of BEZA and an industry of Chattogram.

The components of formulation and piloting of the BCP would be as follows:

Sl.	Components	Tasks	Deliverables
1.	Inception	(i) Prepare an inception report incorporating research framework, methodology and a time bound work plan. Inception report should also include about the coordination and mode of engagement of team members. The report will also describe administrative modalities for BCP implementation, methodologies and approaches for developing BCP, piloting modalities and process documentation; (ii) Presentation of inception report in a workshop to be arranged by the NRP-Programming Division Part with the participation of all key stakeholders and submission of final inception report addressing feedbacks to be generated in the workshop.	<ul style="list-style-type: none"> ▪ Inception Report incorporating the understanding on the assignment, stakeholder's consultation, review the existing rules, policy and guideline of BEZA, brief conceptual framework of BCP, outline of BCP Guideline, work plan for six months and delivery schedule. ▪ Inception workshop report.
2.	Working paper on BCM & BCP	(i) Draft working paper on BCM and BCP considering selected EZs and industries describing the concept of BCM & BCP, its implementation methods, how the investors will be benefited from BCM & BCP, Stakeholders mapping, engagement of BEZA, business associations, and other required agencies.	<ul style="list-style-type: none"> ▪ Working paper on BCM and BCP.
3.	Gap assessment and business continuity implementation plan	(i) Review existing/planned initiatives for BCM and BCP including laws, regulations, and local and international best practices regarding the readiness on implementation of BCM in the selected areas. (ii) Identify activities (a plan of action) to be undertaken for BCM: <ul style="list-style-type: none"> – Define BCM strategy; – Define the structure/institutionalization arrangement for operationalizing the BCM Strategy; – Define BCP (Area BCP & Enterprise level BCP). (iii) Share and establish the BCM.	<ul style="list-style-type: none"> ▪ Detailed report on the findings and observations based on the review of any existing business continuity and disaster recovery plans practiced by BEZA and selected industry; ▪ BCM strategy and framework; ▪ Workshop report.
4.	Guideline and template for BCP	(i) Draft guidelines including templates for formulating area BCPs and enterprise-level BCP to pilot in two selected EZs and an industry of Chattogram. (ii) Share BCP template and conduct strategic planning workshop	<ul style="list-style-type: none"> ▪ Draft guidelines and templates for BCP ▪ Workshop reports

Sl.	Components	Tasks	Deliverables
5.	Piloting BCP guideline and template	(iii) Identify key business areas of selected entities and scope of the BCP.	
5.1	Business Impact Analysis (BIA) <i>Determine how those risks will affect operations</i>	<p>(i) Conduct a BIA to find risk areas and dependencies:</p> <ul style="list-style-type: none"> Define risk assessment methodology and prepare a summary of disaster and climate risks analysis as well as pandemic issues of the respective EZs and selected industries under CCCI as background of BIA. In this case, BCP will be developed to address natural disasters and pandemics such as COVID-19; Prepare a summary of vulnerability risks for off-site infrastructure e.g. super-dyke, approach road, drainage system, utility connection (Water, Gas, Power) etc. <p>(ii) Identify vulnerabilities and risks in the domains and functions of capital stock, manpower, IT, equipment, inventory and physical infrastructure – ascertain corresponding risk levels and assign risk rate. It will include, but not limited to, the following:</p> <ul style="list-style-type: none"> Warehousing and inventory storage infrastructure Customer service channels and centers Key hardware, software, and data systems, including those in the production/service unit and in the online/cloud; Operationally necessary utilities, e.g., power supply and air conditioning/cooling system; and Supply chains including distribution and transportation networks. <p>(iii) Recommend controls and document BIA results;</p> <p>(iv) Submit and share the risk assessment and BIA report with stakeholders.</p>	<ul style="list-style-type: none"> Detail BIA and risk assessment report; Workshop report.
5.2	Assess Recovery, Backup and Replacement Options	<p>(i) Assess recovery, backup and replacement options based on BIA;</p> <p>(ii) Explore tangible infrastructure and service support most pertinent to the needs of the business unit</p> <p>(iii) Identify and map the dependencies between various business areas and critical functions;</p>	

Sl.	Components	Tasks	Deliverables
		<p>(iv) Identify the issues to protect the business domains, closing or securing the operational gaps most at risk in the catastrophic events - possible safeguards and procedures to mitigate the risks;</p> <p>(v) Document the acceptable minimum levels of operations for each of these functions and how they will ensure the continuity of the business and to what extent.</p>	
5.3	Develop the BCP	<p>(i) Identify and select business continuity strategies considering pre-, during and post-disaster conditions;</p> <p>(ii) Identify required individuals and establish a team in charge of maintaining BCP documents and triggering actions. They include the top management, relevant departmental heads (production unit, finance, IT, inventory management, etc.)</p> <p>(iii) Prepare the BCP for economic zones and industries outlining exact, and step-by-step plan. The BCP should include the following components, among other:</p> <ul style="list-style-type: none"> a) Disaster recovery plan for key sectors or areas including ICT; b) Occupants' evacuation and emergency response procedures; c) Crisis communication plan; d) Emergency relocation plan; e) Transportation plan; f) Communication strategies; g) Plan testing strategies; and h) Plan maintenance strategies. <p>(iv) sharing with the officials of piloted entities and stakeholders.</p>	<ul style="list-style-type: none"> ▪ Draft area BCPs for EZs of BEZA and enterprise level BCP for an industry of Chattogram. ▪ Workshop report.
6.	Develop and Maintain Testing Exercises	<p>(i) Review and tweak the BCP towards optimization;</p> <p>(ii) Simulations: Conduct trial and simulations in the mock emergencies to check whether the business continuity team and general employees perform as per the BCP and training manuals:</p> <ul style="list-style-type: none"> – test several times to ensure it can be applied to many different risk scenarios – identify the flaws and correct them through trials, and – calibrate and improve the procedure to optimize their efficacy and cost-effectiveness 	<ul style="list-style-type: none"> ▪ Final BCP guidelines and templates; ▪ Final area BCPs for BSMSN & MIEZ, and enterprise-level BCPs for an industry of Chattogram; ▪ Piloting experiences and lessons learned; ▪ Plans of actions for annual exercise and regular review.

Sl.	Components	Tasks	Deliverables
		<ul style="list-style-type: none"> (iii) Review the BCP to incorporate the findings from trials, regularly update the instruments and procedures to ensure the robustness the BCP and make improvements and changes to strengthen the business for the future; (iv) Document the process of trial, drawbacks, and methods followed for improvements and changes in the BCP, and validate with business/plan owners; (v) Suggest avenues for <ul style="list-style-type: none"> - conducting exercise in regular frequency in the same business entity - wider replication in other SEZs and beyond (vi) Develop a plan and methodology for annual exercise and regular review for necessary updates and adjustment. 	
7.	Engage with BEZA and CCCI for institutionalization	<ul style="list-style-type: none"> (i) Develop strategy to engage with BEZA and CCCI for knowledge sharing regarding the experience of BCPs, replication, integration and institutionalization for other business entities; (ii) Involve the BEZA and Bangladesh center for Excellence (BCE) in the BIA & risk assessment, BCP formulation, training and fine tuning and scaling up BCPs in other EZs and industrial units of Chattogram; (iii) Prepare a road map for engaging relevant ministries or departments e.g. Prime Minister's Office, Planning commission, Ministry of environment, forest and Climate Change, Ministry of Home, Ministry of Finance, Ministry of Disaster Management, Ministry of Water Resources, Roads and Highways division, LGED, BWDB, KGDCL, Business Association and others etc. for wider use of BCP. 	<ul style="list-style-type: none"> ▪ A Strategy for Institutionalization of BCP at BEZA and industries; ▪ Detail report on engagement stage of macro-level institutional actors for scaling up BCPs in other EZs and industries.
8.	Knowledge transfer	<ul style="list-style-type: none"> (i) Training/orientations: Design and share separate training modules for business continuity teams and general employees, introduce gender-specific training modules for female employees, provide customized training/orientations for each department regarding their roles and responsibilities including the backup systems or actions they need to participate during disruptions. The firm should create awareness sessions for the Senior Management of BEZA, government officials and office bearers of Business Associations. (ii) Close consultation with the key stakeholders to ensure that the report meets their information needs and provides applicable and relevant information and knowledge for further actions; (iii) Verification discussion and presentation of initial findings to key national stakeholders, including both private and public sector; 	<ul style="list-style-type: none"> ▪ Training strategies for conducting technical training, end-user training and train the trainers for initial implementation and annual training; ▪ Conduct training on BCPs; ▪ Training report and other workshop reports, as required.

Sl.	Components	Tasks	Deliverables
		<p>(iv) Dissemination of assessment findings and investment recommendations through NRP-PD to a wide range of stakeholders.</p> <p><i>Note: The Financial Proposal shall specify a total delivery amount (in USD) including consultation workshop costs and all other associated costs, i.e. travel cost, survey, DSA, printing costs, and overhead recharges. Please note that training related costs (i.e. teaching material, venue cost, participants' honorarium) except resource persons or experts will be arranged by UNDP.</i></p>	
9.	Final report	<p>(i) This report should include a description of key outputs and activities, associated challenges and risk mitigation strategies, lessons learnt, recommendations and any unintended outcomes if applicable.</p> <p>(ii) Presentation on the final report</p>	<ul style="list-style-type: none"> Project completion report

(d) Time frame

The consulting firm will present appropriate work modality/approach, detail ToR. Other interim reports may be produced to facilitate the completion of the assignment, at the discretion of the consulting firm. The firm will ensure comprehensive, coherent, high quality reporting, in clear and professional format. In case of doubt, the project manager will determine the format of reporting. However, payments will be made in accordance with the submission and acceptance of project completion report as outlines below. Note that the selected firm will get total 120 days over five months from the date of contact signing.

Sl. No.	Deliverables	Days required (Estimated)
11.	Inception report and inception workshop report	10 days
12.	Working paper on BCM and BCP	20 days
13.	<ul style="list-style-type: none"> Detailed report on the findings and observations based on the review of any existing business continuity and disaster recovery plans practiced by BEZA and selected industry; BCM strategy and framework, and Workshop report 	
14.	Draft guidelines and templates for BCP	10 days
15.	BIA and risk assessment report and sharing workshop report	15 days
16.	Draft BCPs for EZs of BEZA and Industry of Chattogram.	15 days
17.	<ul style="list-style-type: none"> Final BCP guidelines and templates; Final area BCPs for BSMSN & MIEZ, and enterprise-level BCPs for an industry of Chattogram; Piloting experiences and lessons learned; Plans of actions for annual exercise and regular review. 	20 days
18.	<ul style="list-style-type: none"> Strategy for Institutionalization of BCP at BEZA and industries; Detail report on engagement stage of macro-level institutional actors for scaling up BCPs in other EZs and industries. 	10 days
19.	<ul style="list-style-type: none"> Training strategies for conducting technical training, end-user training and for initial implementation and annual training; Regular training manual on BCP; Training report and other workshop reports. 	20 days
20.	Project completion report	10 days
Total days		120 days

(e) Institutional Arrangement for Contract Administration

The Firm/Agency/Organization will be contracted by the UNDP Bangladesh under UNDP's standard rules, condition and regulations. The contracted firm will report to Project Director of NRP-PD and Project Manager, NRP-PD in close coordination with Programme Specialist (Climate change & Disaster Risk Management), Resilience and Inclusive Growth cluster of UNDP Bangladesh. BCP Technical Advisory Group, BEZA and Project Manager of NRP-PD will provide oversight and quality assurance who will also carry out performance evaluation after successful completion of the assignment.

(f) Duration and Duty Station

The duration of the assignment will be for 120 days of consulting services possible starting from May – September 2021. The Firm/Agency/Institution will incorporate costs of field visits and domestic travel (if required) in their proposal. The assignment will be done mostly in desk review, visits to selected two economic zones, an industrial unit of Chattogram, data collection through consultations with relevant

stakeholders, data analysis, stakeholder consultation, etc. The consultants/team members for this assignment will be managed by the firm.

(g) Required qualification of the firm

The services of a firm will be hired through competitive bidding to complete the assignment. The Research institutes, Universities, NGOs, think-tanks and consulting firms having proven expertise and experience of developing BCP and its implication can submit the proposal. Minimum eligibility criteria of the firm are as follows:

- I. The firm must be a registered entity. Updated Registration Papers, Tax Payment Certification, etc. must be submitted;
- II. Company profile, which should not exceed 15 pages including any printed brochure relevant to the services being procured;
- III. The firm /company should have minimum 05 years of experience in the areas of disaster risk management, climate change, environment, and business continuity issues either in Bangladesh or outside the country.
- IV. The bidder should have undertaken at least 02 similar projects on disaster risk management, climate change, environment, and business continuity issues locally and regionally in last 05 years;
- V. The firm must have experience of working with UN/development organizations/donors/ Government;
- VI. Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc Not less than 50 lacs BDT considering the minimum average annual turnover of the company in last 03 years; and
- VII. Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

Note: Firms that do not meet the above eligibility criteria shall not be considered for further evaluation. Necessary documentation must be submitted to substantiate the above eligibility criteria.

- Joint Venture /Consortium having local lead agency in Bangladesh can submit proposal

(i) Outline of Team Formation for this assignment

This assignment requires senior and professional advice based on substantive experience and qualifications of the contracting firm, based on a team approach comprising several experts. Following categories of human resources may be required for accomplishing the proposed assignment. Alternatively, the firm can propose positions of team members in line with the requirements mentioned in the TOR and their engagement plan.

Project Manager/Team Leader– (Number of Position: 01)

- Master's degree in Urban and Regional Planning/Civil Engineering/Business Management/Environment Science & Management/Social Science or any relevant field;
- 10 years of progressive experience with at least 03 proven experiences of managing similar and/or large-scale projects in relevant sectors/areas;
- Extensive national experiences in climate/disaster risk and vulnerability, assessment, multi-hazard assessment, emergency response and disaster recovery;

- Must have excellent report writing skills and experiences in writing and presenting reports to a highly professional and policy level.
- **Specialist/experts: Disaster Risk Management/BCM specialist (Number of Position: 03)**
Considering the scope of the project and timelines, the project team should be consisted of 3 experts with practical skills in risk management and preparing business continuity plans for in industries and industrial areas, and in particular working with employees/BCP team to achieve implementation of planning. Please indicates the responsibilities and qualifications of such personnel and include the amount of time each will be assigned to the project.
 - Master's degree in Civil Engineering/ Hydrology/ Geology, Environmental Science/ Management/ Climate Change Science/ Disaster Management/ Physics/ International Development/ Mathematics/ Statistics or any other related fields;
 - Minimum 07 years of professional experiences in climate/disaster risk and vulnerability, assessment, multi-hazard assessment, emergency response and disaster recovery;
 - Experience of completing at least 02 assignments in similar field. List of completed assignments/research/publications to be enclosed with the CV.
 - Proven experience of working with a multi-disciplinary team
- **Specialist/experts: Training and Curriculum Development Specialist (Number of Position: 01)**
 - Minimum Masters degree or equivalent in economics/development studies/disaster management/sociology /geography and environmental sciences or any other relevant subject.
 - Minimum 07 years work experience with GoB/INGOs/ UN agencies or private sectors in the area of training, capacity building and/or teaching;
 - Experience of completing at least 03 assignments in similar field. List of completed research/publication to be enclosed in CV. List of completed assignments to be enclosed with the CV.
 - Proven experiences of developing training needs assessment, conducting training and preparing training manual and reports;
- **Documentation and Technical Writer - (Number of Position 01)**
 - At least a bachelor's degree in GIS, geography, computer science, engineering, planning, natural resources or related field;
 - 05 years of progressive experience in the disaster recovery/business continuity related field on Technical Documentation; and
 - Experience of completing at least three assignments in similar field. List of completed assignments/researches/publications to be enclosed in CV.

Competencies required for all proposed human resources:

- Excellent skills in writing, editing and oral communication skills in English, and Bangla is must for the aforementioned positions;
- Ability to hold discussion with government senior officials, private sector and development partners;
- Must have good track record in good financial management and reporting mechanism;
- Experience of working in Bangladesh.

- Ability to work with multi-disciplinary group of people

(j) Payment Schedule

Sl. No.	Deliverables	Delivery Schedule
7.	Inception report and inception workshop report	10% of total contract
8.	Working paper on BCM and BCP	20% of total contract
9.	<ul style="list-style-type: none"> Detailed report on the findings and observations based on the review of any existing business continuity and disaster recovery plans practiced by BEZA and selected industry; BCM strategy and framework, and Workshop report. 	
10.	Draft guidelines and templates for BCP	
11.	BIA and risk assessment report and sharing workshop report	25% of total contract
12.	Draft BCPs for EZs of BEZA and Industries of Chattogram.	
13.	<ul style="list-style-type: none"> Final BCP guidelines and templates; Final area BCPs for BSMSN & MIEZ, and enterprise-level BCPs for an industry of Chattogram; Piloting experiences and lessons learned; Plans of actions for annual exercise and regular review. 	
14.	<ul style="list-style-type: none"> Strategy for Institutionalization of BCP at BEZA and industries; Detail report on engagement stagey of macro-level institutional actors for scaling up BCPs in other EZs and industries. 	25% of total contract
15.	<ul style="list-style-type: none"> Training strategies for conducting technical training, end-user training and train the trainers for initial implementation and annual training; Training manual on BCP; Training report and other workshop reports. 	
16.	<ul style="list-style-type: none"> Project completion report. 	20% of total contract

(k) Payment Related Information

Remuneration of the successful contractor will be fixed, and bids should be submitted on this basis. No adjustment will be given for the period and determined by the specified outputs as per this TOR. The price should take into account all HR costs and professional fees, instrument rent, travel costs, DSA, subsistence, all TAX and VAT charges and ancillary expenses.

UNDP shall effect payments, by bank transfer to the consultancy firm's/organization's bank account, upon acceptance by UNDP of the deliverables specified in the ToR. Invoices shall indicate the milestones achieved and corresponding amount payable.

The contracting agency should follow the plan and procedures as outlined in the work contract. Payment will be made through Electronically Fund Transfer (EFT) to the account of the consulting firm/institute. For each installment the firm has to submit a request letter duly signed and describing the agreed accomplishment. The final payment will be made upon acceptance of the project completion report.

(I) Recommended Presentation of Proposal

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

1. Technical Proposal

The entire technical proposal should be limited to 15 pages maximum, plus relevant annexes.

Section 1: Bidder's qualification, capacity and expertise

- 1.1 Brief description of the organization, including the year and country of incorporation, and types of activities undertaken.
- 1.2 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.3 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
 - 1.3.1 *Description of experience in developing BCP of a comparable nature, with specific description of technical specialization of the Offeror in the similar field, and list of current and past assignments of the Offeror.*
 - 1.3.2 *03 references to be provided by previous work has been undertaken.*
- 1.4 Quality assurance procedures and risk mitigation measures.
- 1.5 Organization's commitment to sustainability.

Section 2: Proposed method, working 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 methods 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 A detailed description of the approach and methodology for how the Bidder will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.
- 2.3 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.4 Any other comments or information regarding the project approach and methodology that will be adopted.

Offer should provide the following information:

- Process - The Technical Proposal needs to contain a detail description of the process the firm/organization intends to follow to complete the tasks including a detailed work plan and time

schedule for completion/delivery of the final product (the updated and revised text of the BD code) which, after selection of the firm/organization, will be agreed upon by the project.

- Tools and Methods- The technical Proposal must detail tools and methods that will be used to carry out the assignment. Please note that a detail methodology has to be submitted in the technical proposal.

This section must provide following:

- Understanding of the assignment (Max 2 pages)
- Proposed working approach and methods according to each task (Max 5 pages)
- Proposed tools in brief to be employed in alignment with the assignment (Max 3 Pages)
- Operation Plan (Max 3 pages)
- Proposed time bound work plan (Max 1 Page)
- Quality assurance plan (0.5 page)
- Risk factors and mitigation measures (0.5 page)

Section 3: Management Structure and Key Personnel

- 3.1 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.
- 3.2 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.

Offer should provide the following information:

- *The technical proposal needs to contain a list and detailed information on the proposed Human Resources/experts (with detail cv) which will be utilized for the task including their respective qualifications and relevant experience/exposure and required expertise/skills to complete the tasks i.e. legal, linguistic, drafting and editing expertise, among others.*
- *CVs of team members with identification of one as team lead*
- *Role & responsibilities of proposed team members in line with proposed methodology (Max 2 page)*
- *03 references to be provided by previous work has been undertaken.*

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/Qualifications	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i>

	[Insert]
Professional certifications	<i>[Provide details of professional certifications relevant to the scope of services]</i> <ul style="list-style-type: none"> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert]
Employment Record/ Experience	<i>[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.]</i> [Insert]
References	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i> Reference 1: [Insert] Reference 2: [Insert]

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experiences, and other relevant information about myself.

Signature of Personnel

Date (Day/Month/Year)

Technical Evaluation criteria

Evaluation Matrix

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1	Bidder's qualifications, capacity and experience	225
2	Proposed Method, Working Approach and Implementation Plan	400
3	Management Structure and Key Personnel	375
	Total	1000

Section 1. Bidder's qualification, capacity and experience		Points obtainable
1.1	Reputation of Firm Organization and Staff Credibility / Reliability / Industry Standing / Litigation and Arbitration History	30

Section 1. Bidder's qualification, capacity and experience		Points obtainable
1.2	Demonstrated experience in developing strategies for disaster risk management, climate change, environment, and multi-hazard business continuity issues for economic zones and industries, and experiences in international/national technical assistance projects focusing on implementing similar projects for economic zones and industries	80
1.3	Contracts of similar value, nature and complexity implemented which demonstrate proven experience on disaster risk management, climate change, environment, and business continuity issues, and experiences in international/national technical assistance projects focusing on implementing BCM and multi-hazard BCP	60
1.4	Demonstrated experience in strong project management skills and good understanding of BCM, BCP, climate change and Disaster recovery related issues	20
1.5	Experience working with the United Nations or similar mission-driven organizations	25
1.6	Organizational Commitment to Sustainability (mandatory weight) -Organization is compliant with ISO 14001 or ISO 14064 or equivalent -Organization is a member of the UN Global Compact -Organization demonstrates significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	10
Total Section 1		225

Section 2. Proposed Method, Working Approach and Implementation Plan		Points obtainable
2.1	Description of the Bidder's working approach and methods for meeting or exceeding the requirements of the Terms of Reference	100
2.2	Description of the Bidder's approach and tools to the assignment (Implementing multi-hazard BCPs in selected economic zones and industries)	160
2.3	Quality of the proposed work plan operation plan	100
2.4	Quality of provided case studies demonstrating similar projects	40
Total Section 2		400

Section 3. Management Structure and Key Personnel		Points obtainable
3.1	Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services?	50
3.2	Qualifications of key personnel proposed	
3.2.1	<i>Project Manager or Team Leader</i>	100
	<i>Expert Name</i>	

Section 3. Management Structure and Key Personnel		Points obtainable
	Proven experience in the relevant areas	40
	Expertise in the areas of climate/disaster risk and vulnerability, assessment, multi-hazard assessment, emergency response and disaster recovery	40
	Proven experience in leading relevant projects/activities	20
3.2.2	Expert -1: Disaster Risk Management/BCM specialist (Number of Position: 03)	110
	<i>Experts' name</i>	
	Combined experience in the relevant areas	40
	Experiences of two experts in implementing BCP or BCM related activities	40
	Knowledge and experience of the Bangladesh context	15
	Proven experience in the similar assignments	15
3.2.3	Expert -2: Training and Curriculum Development Specialist (Number of Position: 01)	60
	<i>Expert's name</i>	
	Experience in the area of training, capacity building and/or teaching	25
	Practical experience in developing training manual for technical topics, preferably in disaster risk management and climate change related issues	20
	Proven experience in the similar assignments	15
3.2.4	Documentation and Technical Writer - (Number of Position 01)	55
	<i>Expert's name</i>	
	Proven experiences in in respective areas	20
	Experience in technical documentation disaster risk management/business continuity and report writing	20
	Proven experience in the similar assignments	15
Total Section 3		375

2. Financial proposal

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.

The Financial Proposal shall specify a total delivery amount (in USD) including consultation workshop costs and all other associated costs, i.e. travel cost, survey, DSA, printing costs, and overhead recharges. Please

note that training related costs (i.e. teaching material, venue cost, participants' honorarium) except resource persons or experts will be arranged by UNDP.

In order to assist UNDP in the comparison of financial proposals, the financial proposals will include a detail breakdown of this amount disclosing the key assumption employed in costing the working. source text submitted or finished updated and revised text.

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

Currency of the proposal: USD/BDT

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/months/ hours	Total Amount
		A	B	C=A+B
Subtotal Professional Fees:				

Table 3: Breakdown of Other Costs (*)

Description	UOM	Quantity	Unit Price	Total Amount
Flights (international/domestic) *	R/T			
Subsistence allowance	Day			
Miscellaneous travel expenses	Lump sum			
Local transportation costs	Lump Sum			
Out-of-Pocket Expenses				

Other Costs: (please specify)				
All TAX and VAT				
Subtotal Other Costs:				

Table 4: Breakdown of Price per Deliverable/Activity

Sl.no.	Deliverable/ Activity description	Time (person days)	Professional Fees	Other Costs	Total
1.	Inception report and inception workshop report				
2.	Working paper on BCM and BCP				
3.	<ul style="list-style-type: none"> Detailed report on the findings and observations based on the review of any existing business continuity and disaster recovery plans practiced by BEZA and selected industry; BCM strategy and framework, and Workshop report. 				
4.	Draft guidelines and templates for BCP				
5.	BIA and risk assessment report and sharing workshop report				
6.	Draft BCPs for EZs of BEZA and Industries of Chattogram.				
7.	<ul style="list-style-type: none"> Final BCP guidelines and templates; Final area BCPs for BSMSN & MIEZ, and enterprise-level BCPs for an industry of Chattogram; Piloting experiences and lessons learned; Plans of actions for annual exercise and regular review. 				
8.	<ul style="list-style-type: none"> Strategy for Institutionalization of BCP at BEZA and industries; Detail report on engagement stagey of macro-level institutional actors for scaling up BCPs in other EZs and industries. 				
9.	<ul style="list-style-type: none"> Training strategies for conducting technical training, end-user training and train the trainers for initial implementation and annual training; Training manual on BCP; Training report and other workshop reports. 				
10.	Project completion report				

	Total:	
--	---------------	--

M. Evaluation

The evaluation method will apply the combined scoring method which will be based on a combination of the technical and financial score. In response to RFP, the firm/organization will have to submit a Technical Proposal as per the Terms of Reference and a Financial Proposal separately. The tender selection committee will first evaluate the technical proposal of the institutions/firms. Any institutions/firms getting more than 70% of the maximum achievable points (i.e. 49 points) in the technical proposal will be considered for financial appraisal, and ultimately therefore, for contracting. The financial proposal will be evaluated based on lowest price. The total scoring points for both the evaluations will be 100; the technical evaluation will be based on 70 points and the rest 30 points are to be allotted to the bidder proposing lowest price.

The formula of combined scoring method will be as follows:

Rating the Technical Proposal (TP):

TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

Rating the Financial Proposal (FP):

FP Rating = (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%)

Annex 5

Declaration

Date:

United Nations Development Programme

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

Assignment: **Firm for Developing Business Continuity Plan (BCP) in Selected Economic Zones and Industrial Unit.**

Reference: Re-advertisement-RFP-BD-2021-004

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,
