

Bahrain Development Bank B.S.C (c)

Tender Title	ESG Consultant
Tender Number	RFP/BDB/2024/02
Month/Year	June, 2024
Publishing Date	04th June 2024
Closing Date	30th June 2024

1. Introduction

Bahrain Development Bank B.S.C (c) is a company existing under the laws of the Kingdom of Bahrain and licensed by the Central Bank of Bahrain as a conventional retail bank licensee (the “Bank”). In line with its operations, the Bank is looking for the Services (as defined below).

To this end, the Bank is requesting proposals from suitable qualified service providers to provide the Services by no later than the Closing Date (as defined below).

Upon award, the successful proposal shall be formulated into a final contract based on the terms and conditions of this RFP Document and particulars of the successful proposal.

1.1. Document Structure

This document and all its attachments and appendices shall be read and considered as one and a whole document, and any attachments and appendices shall be considered an integral part of this document.

1.2. Definitions

- 1.2.1. “**Bidder(s)**” means the company(ies) that are providing proposals to carry out the Services.
- 1.2.2. “**Closing Date**” means [30th June 2024].
- 1.2.3. “**Contract**” means the final awarded contract.
- 1.2.4. “**Contractor**” means the Bidder awarded for carrying out the Services.
- 1.2.5. “**RFP Document**” means this document and all its attachments and appendices.
- 1.2.6. “**Services**” means [ESG Consultancy].
- 1.2.7. “**Scope of Work**” means the specific requirements, tasks, deliverables, timelines, and responsibilities associated with the provision of the Services by the Bidder as outlined in Section 2.
- 1.2.8. “**Proposal(s)**” means the submission of the Bidder, which shall include the Scope of Work, fee schedule and all other requirements detailed in this RFP Document.

1.3. Point of Contact of the Bank and Address of the Bank

The point of contact for all clarifications relating to this RFP Document shall be:

Name: [Nada Medhat Azmi]

Designation: [Chief Strategy & Transformation]

Department: [Strategy & Transformation]

Email: [nazmi@bdb-bh.com]

Tel: [+973 17511128]

and CC Procurements@bdb-bh.com.

Any notice required or permitted to be given under this RFP Document shall be in writing and shall be deemed to have been duly given if sent by email to the email address outlined above or to the Bank’s registered address as follows:

Bahrain Development Bank B.S.C (c),
Building 170
Road 1703
Block 317
Diplomatic Area, Kingdom of Bahrain

1.4. Submission of Proposals

The Bidders shall submit the Proposal no later than 1:30 pm on the Closing Date 30th June 2024. Proposals submitted later than the prescribed Closing Date and time may be rejected by the Bank at its sole discretion.

Bidders shall submit their Proposals for this tender electronically, via email to the email address outlined in Section 1.3 of this RFP Document. Any queries shall be submitted to the same email address.

1.5. Non-Disclosure

This RFP Document and all its appendices and attachments shall remain the property of the Bank and is transmitted to the Bidder solely for the purpose of preparing and submitting a Proposal in accordance therewith. Bidders shall maintain confidentiality of this RFP Document and shall not release the same, or any part thereof, to any third party for any purpose other than for obtaining quotations directly relating to their Proposal.

1.6. Notice of Receipt of the RFP Document

Bidders shall acknowledge receipt of this RFP Document within three (3) business days upon its receipt. Notification of receipt shall be by e-mail to the email address outlined in Section 1.3 or by letter delivered by registered mail to the Bank's registered address outlined in Section 1.3.

1.7. Examination of the RFP Document

The Bidder shall be solely responsible for examining, with appropriate care, the RFP Document, including any addenda issued during the bidding period. The Bidder shall familiarize itself with respect to any and all detailed requirements and/or conditions, which may in any way affect the Proposal, or the provision of the required Services.

Failure on behalf of the Bidder to carefully examine and study the RFP Document shall be at the Bidder's sole risk and no relief for resulting errors or omissions will be entertained.

1.8. Interpretation of the RFP Document

The Bidder may reasonably request the Bank in writing, during the bidding period, for clarification and/or interpretation of any aspect of the RFP Document. All queries or clarifications are to be submitted to the email address outlined in Section 1.3.

Any interpretation or clarification by the Bank will be made in writing to each and every Bidder. Where such interpretation and/or clarification requires a change in the RFP Document, the Bank, may, at its sole discretion, prepare and issue to all Bidders an addendum to the RFP Document.

The Bank shall not be bound by, nor shall the Bidder rely on, any verbal interpretation and/or clarification of the RFP Document that may be given by any person whomsoever.

1.9. Preparation and Content of Proposals

The Bidder shall initial and stamp all pages of their Proposal, including any attachments provided by the Bank and filled in by the Bidder or submitted by the Bidder in support of their Proposal, in order to signify the Bidder's acceptance of the terms, conditions and provisions contained therein. In addition, all Bidders shall formally stamp and initial any corrections or alterations made on the Proposal. All Proposals shall be prepared by, and at the expense of the Bidder.

All Proposals and other submissions must be in English unless otherwise provided in this RFP Document.

The Proposal shall include the following:

1. The Scope of Work in line with the requirements stipulated in this RFP Document.
2. The lump sum price which shall be inclusive of the full Scope of Work, which shall account for mobilization, demobilization, remobilization, provision of plant, equipment, tools, labor, supervision, transportation, travel expenses, housing of contractor's personnel, materials, storage of items, removal of waste, construction and installation costs, insurances, maintenance, overheads and profits, taxes, surcharges, levies, safety supplies, hoardings, signage, PPE, special site conditions, and any and all other criteria which may affect the reasonable provision of the Scope of Work, whether specifically mentioned in this RFP Document, or not mentioned. The lump sum price shall encompass all expenses associated with executing the Scope of Work and ensuring the protection of all deliverables (if any) from any damage up to the final handover to the Bank.
3. The fee schedule.
4. A Company Classification Certificate issued to SMEs by the Ministry of Industry and Commerce (MOIC) to small and medium size companies.
5. Valid Commercial Registration Certificate.
6. Bahrainization Certificate (in the case of local Bidders).
7. VAT Certificate.
8. Declaration of any conflicts of interest.

1.10. Amendment of Requirements

The Bank reserves the right, at its sole discretion, during any stage of the submission period to add to, vary, change or modify the requirements, on its own initiative or at the request of one or more Bidder(s). In such event the Bank shall notify the Bidders of such a change via an addendum and of any time adjustment which may be granted for the submission of Proposals. Such an addendum and time adjustment may be notified to the Bidders at any time prior to the Closing Date.

1.11. Withdrawal of Proposals

Bidders may withdraw or modify a Proposal at any time prior to the Closing Date, provided the Bank has received written and signed documentation of withdrawal or modification before such date and time. Written notification shall be by registered mail to the Bank's registered address or via email to the email address stipulated in Clause 1.3.

1.12. Validity of Proposals

Proposals shall remain valid and binding upon the Bidders for a period of one hundred and twenty (120) calendar days, with a provision for extension upon mutual agreement, commencing from the Closing Date ("Validity Period"). A Proposal may be accepted at any time before the expiration of the Validity Period.

1.13. Ownership of Proposals

Upon submission, the Proposal shall become the sole and absolute property of the Bank and no documentation shall be returned to the Bidder.

1.14. Compliance with Applicable Laws

Bidders shall comply with all local and international laws, ordinances, regulations, and codes that are applicable to the execution of the Services specified in this RFP Document, including but not limited to labor laws, health and safety regulations, and environmental standards.

It is the Bidder's responsibility to ensure that their Proposal and, if awarded, their performance under the Contract will comply with legal and regulatory requirements. Evidence of such compliance may be requested by the Bank at any stage of the procurement process or Contract execution.

1.15. Disclosure of Conflicts of Interest

Bidders must disclose, as part of their Proposal, any potential conflicts of interest that might affect their ability to perform the Contract with impartiality and the best interest of the Bank. This includes any financial or personal interest in the outcome of the procurement process.

Failure to disclose a conflict of interest may result in disqualification from the bidding process or termination of the Contract, should such a conflict be discovered after Contract award.

1.16. Evaluation of Proposals

The Proposal shall be evaluated based on the technical and commercial criteria contained below in this RFP Document. The Bidder may be required to attend meetings at the Bank's offices or at site, during the period of evaluation, to clarify and/or detail any part of their Proposal in order to satisfy the Bank that the Bidder has carefully considered all matters affecting the execution of the Services.

1.17. Rejection and Acceptance of Proposals

The Bank reserves the sole and absolute right to reject any and all Proposals submitted in response to this RFP Document for any reason, including but not limited to non-compliance with submission requirements, failure to meet eligibility criteria, or if it is in the best interest of the Bank not to proceed with a particular Proposal. Bidders acknowledge that no claim is admissible for any expense or cost incurred in preparation of the Proposal(s), or for any other reason.

The Bank reserves the right to accept any Proposal in whole or in part and to negotiate with any Bidder to serve the best interests of the Bank. This may include negotiating terms, conditions, scope of work, or any other aspect of the Proposal.

1.18. Award

The Bank will issue a letter of award and purchase order to the Contractor. Subsequently, the Bank and the Contractor will enter into a contract governing their relationship and the Services that will be performed by the Contractor.

1.19. Terms and Conditions

These general terms and conditions shall govern the provision of Services outlined in this RFP Document:

- 1- The Bank reserves the right to withhold payment in the event of unsatisfactory performance or failure to meet deadlines.
- 2- Payment by the Bank shall be made within thirty (30) days of the Bank's receipt of an undisputed invoice from the Contractor or as otherwise agreed upon in writing by the Bank and the Contractor.
- 3- Any intellectual property developed or created as a result of the Services shall belong solely to the Bank.
- 4- The Contractor recognizes and acknowledges that during the course of performing the Services, it may have access to and become acquainted with confidential information of the Bank, including but not limited to proprietary technology, business strategies, financial information, customer data, and any other information deemed confidential by the Bank (hereinafter collectively referred to as "**Confidential Information**").
- 5- The Contractor agrees to maintain the confidentiality of all Confidential Information received from the Bank, both during the term of the contract and for five (5) years after its termination or expiry.
- 6- The Contractor shall not use any Confidential Information for any purpose other than the performance of the Services under the Contract, nor shall it disclose or permit access to any Confidential Information to any third party without the prior written consent of the Bank, except as required by law or a court order, provided that the Contractor promptly notifies the Bank in writing of such requirement to disclose and cooperates with the Bank in seeking appropriate protective measures.

- 7- The Contractor shall take all reasonable precautions to safeguard the Confidential Information and prevent its unauthorized use or disclosure, including implementing physical, technical, and administrative security measures.
- 8- The obligations of confidentiality set forth in this Clause shall survive the termination of the Contract.
- 9- The Bank may terminate the Contract entered into for the provision of the Services upon serving the Contractor with a thirty (30) day written notice.
- 10- The Bank reserves the right to terminate the Contract with immediate effect by providing written notice to the Contractor in any of the following circumstances:
 - a) If the Contractor commits a material breach of any provision of the contract and fails to remedy such breach within five (5) days of receiving written notice from the Bank specifying the nature of the breach;
 - b) If the Contractor becomes insolvent, bankrupt, or enters into liquidation or receivership proceedings, or if a petition for bankruptcy or winding-up is filed against the Contractor;
 - c) If the Contractor undergoes a change in control or ownership that, in the reasonable judgment of the Bank, adversely affects the Contractor's ability to fulfill its obligations under the contract;
 - d) If the Contractor engages in conduct that brings disrepute to the Bank or otherwise damages the Bank's reputation, as determined by the Bank in its sole discretion.
- 11- Upon termination of the Contract, the Contractor shall promptly return to the Bank any Confidential Information or other property of the Bank in its possession or control, and shall cease all use of the Bank's name, trademarks, logos, and other intellectual property.
- 12- Upon termination for convenience, the Contractor shall be compensated for all work performed up to the termination date. Upon termination for cause, the Contractor shall not be entitled to further payment until the Services are satisfactorily completed, and any additional costs incurred by the Bank may be deducted from any due payment to the Contractor.
- 13- The Contractor agrees to indemnify, defend, and hold harmless the Bank, its affiliates, officers, directors, employees, agents, successors, and assigns from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with the Services provided under the contract, except to the extent such claims arise from the gross negligence or willful misconduct of the Bank.
- 14- The Contractor may not assign or transfer its rights or obligations under the contract without seeking the prior written consent of the Bank.
- 15- The Contractor agrees to perform the Services in accordance with prevailing industry standards and best practices.
- 16- The deadlines for the provision of Services are of the essence of the contract.
- 17- The Contractor shall bear any additional costs or expenses incurred by the Bank as a result of delays in the provision of Services, unless such delays are attributable to acts or omissions of the Bank.
- 18- Any matter, claim or dispute arising out of or in connection with Services, whether contractual or non-contractual, is to be governed by and determined in accordance with the laws of the Kingdom of Bahrain.
- 19- In carrying out the Services the Contractor will comply with all applicable laws and prevailing regulations and judicial requirements in the Kingdom of Bahrain. The Bank will not be liable to the Contractor to the extent that any such legislation, decision, direction, order or determination prohibits or restricts its performance under or compliance with its obligations.
- 20- In alignment with the regulations of the Central Bank of Bahrain, the Contractor irrevocably and unconditionally agrees to and acknowledges the following:
 - a) Each Party's obligations under the Contract are conditional upon and subject to the respective compliance with all applicable laws and prevailing regulations and judicial requirements in the jurisdiction over either party to or the subject matter of the Contract. Neither Party will be liable to any other Party to the extent that any such legislation, decision, direction, order, or determination prohibits or restricts its performance under or compliance with the Contract.
 - b) On the expiry or termination of the Contract for whatsoever reason, or if the Contractor ceases to deliver the Services, the Contractor agrees to cooperate and promptly take all steps required to assist in effecting a complete transition of the Services to the new service provider at no additional cost to the Bank while maintaining the required service levels.

- c) The Contractor agrees that during the term of the Contract, it will ensure, the uninterrupted provision of all Services and obligations defined in the Contract, regardless of any crisis situation, recovery, or resolution event (collectively "Adverse Events") that may affect the Bank. Furthermore, the Contractor shall not have the right to terminate, suspend, amend or otherwise modify its obligations under the Contract due to any Adverse Events that may affect the Bank. This section shall prevail over any other clause that may be construed to the contrary in the Contract or in any other agreement between the Parties.
- d) This section is intended to ensure compliance with the applicable regulations of the Central Bank of Bahrain and shall be interpreted accordingly.

2. Scope of Work

a) Introduction

The purpose of this section is to outline the scope of work for commissioning an Environmental, Social and Governance (ESG) Framework Consultant to conduct a comprehensive assessment of BDB's current ESG maturity, develop tailored strategies and policies, and support the integration of ESG considerations across its operations and reporting, aligning with its development mandate and commitment to sustainable finance.

Sustainability and ESG are one of the strategic enablers of BDB's Transformation Strategy (2022-2025). Given its development mandate, BDB is starting from a solid position given its financial offerings to the underserved MSMEs, special schemes for women entrepreneurs and zero-interest rates for fishers and farmers. Internally, BDB follows best practices in social and governance matters.

Recognizing the importance of ESG principles, BDB is seeking expert guidance to further integrate and embed ESG principles in its strategies, policies, operations and reporting.

b) Key Objectives

- Advance BDB's ESG position to:
 - Position BDB as a leader in sustainable development.
 - Drive positive ESG outcomes while maximizing shareholder value.
 - Enhance sustainability practices and address societal expectations.
 - Strengthen resilience against environmental and social risks.
- While ensuring alignment and compliance with:
 - Central Bank of Bahrain (CBB) requirements
 - Bahrain's national priorities
 - BDB's strategic focus and direction
 - Industry best practices and competitive landscape

c) Scope – Comprehensive ESG Integration Roadmap, covering:

1. Conduct a maturity assessment of BDB's current ESG practices, policies, and performance across ESG pillars.
2. Conduct a materiality assessment with engaging key stakeholders, to identify the most significant ESG areas for the bank and its stakeholders.
3. Based on the assessment of current practices and materiality analysis, identify gaps and areas for development in the bank's ESG performance and integration.
4. Develop a comprehensive ESG strategy framework and implementation plan.
5. Provide support to ensure effective implementation of ESG initiatives.

6. Provide support in developing and integrating sustainable and green considerations in policies and procedures, frameworks, models, product offerings and credit and risk assessments.
7. Develop ESG reporting framework, processes, and guidelines. For example, support with calculating BDB's greenhouse gas emissions.
8. Develop Annual ESG / Sustainability Report in line with global standards and with CBB reporting frameworks and requirements.
9. Facilitate ESG knowledge transfer to BDB employees through comprehensive trainings and workshops.

d) Deliverables

1. **ESG Integration Plan** with clear milestones, activities, timeline etc.
2. **ESG Assessment Reports:** Maturity & Materiality Assessment
3. **ESG Strategy Framework & Implementation Plan**, outlining quick-wins and long-term ESG goals/initiatives, including KPIs and targets.
4. **ESG Policies & Procedures Development** (Bank-wide and per department)
5. **Guidelines for incorporating ESG considerations** into the existing Policies/Procedures/Frameworks, product offerings and risk assessments particularly its incorporation in the lending practices of the Bank.
6. **Gap assessment** vis-a-vis all the requirements under the CBB regulations with a clear plan on how to address the identified gaps.
7. **ESG scorecard for the borrowing clients** of the Bank.
8. **ESG Initiatives Implementation Support**, providing guidance to ensure effective implementation and integration.
9. **ESG Progress Reports** to internally track ESG initiatives implementation.
10. **ESG Reporting Framework & Guidelines** for data collection, analysis & reporting with clear mention of roles and responsibilities.
11. **Annual ESG / Sustainability Report** to comply with Central Bank of Bahrain requirements, in line with global and regulatory requirements.
12. **ESG Knowledge Transfer Sessions** for BDB employees
13. **Identifying Relevant Departments:** identify all relevant departments within the bank that have a role in implementing ESG initiatives. This may include but not limited to departments such as risk management, compliance, human resources, banking, lending, marketing, operations and strategy which will host the sustainability officer.
14. **Assessing Current Practices:** assess the current ESG-related practices, policies, and procedures within each department to understand their strengths, weaknesses, and areas for improvement.
15. **Defining Departmental Scopes:** based on the assessment findings and the bank's overall ESG objectives, the consultant should work with each department to define its specific scope of responsibility and contribution to the ESG strategy. This could include identifying key ESG priorities, goals, targets, and performance indicators relevant to the department's function.
16. **Developing Action Plans:** collaborate with departmental leaders to develop action plans outlining the steps needed to integrate ESG considerations into the department's day-to-day operations, decision-making processes, and performance metrics. These action plans should be realistic, achievable, and aligned with the bank's broader ESG strategy.
17. **Online Monitoring & Reporting Platform.** User-friendly platform/dashboards, with established mechanisms for automated monitoring and reporting on the implementation of ESG initiatives bank-wide and within each department. This involves developing tracking systems, establishing key performance indicators (KPIs), and defining reporting requirements to measure progress and outcomes over time. The overall monitoring will be the responsibility of the sustainability officer. For the platform, list the 3rd party security accreditation/ independent recognition on international standards like ISO 27001, ISO 20000, ISO 22301, COBIT, SSAE16 SOC2/ SOC3.

e) Timeline

- For 2024 Annual ESG / Sustainability Report: Ensure timely completion to meet CBB deadline. CBB Annual Report deadline is April 2025, a separate later deadline may be set for the ESG report, albeit during 2025.
 - Ensure kickstarting work at the earliest during 2024, with clear milestones.
- For remaining deliverables: As per ESG consultants proposed timeline, upon BDB’s agreement.

f) Critical Success Factors

- Timely responses from the ESG consultant and BDB teams.
- Clear communication of required next steps and commitment to target dates.
- Establish regular communication channels and checkpoints to track progress, address issues, and ensure alignment.
- Provide access to relevant data, documentation, and subject matter experts to facilitate the consultant's assessment and analysis.
- Dedicated point of contact from each BDB department.

g) Governance

- Establish **ESG Steering Committee** to provide strategic guidance, oversight, and decision-making support. Compromising of members of the Management Committee, chaired by the Chief of Strategy & Transformation and reporting to Group CEO.
- Establish **ESG Working Group** with representatives from relevant departments to support with operational matters (e.g. HR, Admin, Finance, Risk, Products, Branches, Strategy, Legal, Compliance, Marketing)
- The Strategy department shall be the project manager.

3. Evaluation Criteria

The below criteria shall be utilized to select the Bidder who satisfies and fulfills the required conditions mentioned in this RFP Document, which are listed in a non-sequential manner:

Full score will be awarded when all requirements are effectively addressed in the Proposal. One 1% will be deducted for each missing point from the Proposal.

a) Financial and Technical Evaluation

Criteria	Value
1. Pre-requisite criteria <ul style="list-style-type: none"> • Previous ESG implementation experience in a bank. • Demonstrate compliance with CBB guidelines. 	

2. Financial Evaluation	30%
<p>2.1. Total Cost: Clear and detailed breakdown of the total cost of the project, including all fees and expenses.</p> <p>2.2. Payment Terms: Proposed payment schedule and terms of payment.</p> <p>2.3. Cost Structure: Explanation of the cost structure, including any fixed and variable costs.</p>	
3. Technical Evaluation	70%
<p>3.1. Technical Knowledge & Understanding</p> <p>Correctly understand and address the deliverables required, as covered in Section 2d, and summarized below:</p> <ol style="list-style-type: none"> 1. ESG Integration Plan 2. ESG Assessment Reports: Maturity & Materiality Assessment 3. ESG Strategy Framework & Implementation Plan 4. ESG Policies & Procedures Development 5. Guidelines for incorporating ESG considerations 6. Gap assessment 7. ESG scorecard for the borrowing clients 8. ESG Initiatives Implementation Support 9. ESG Progress Reports 10. ESG Reporting Framework & Guidelines 11. Annual ESG / Sustainability Report 12. ESG Knowledge Transfer 13. Identifying Relevant Departments 14. Assessing Current Practices 15. Defining Departmental Scopes 16. Developing Action Plans 17. Online Monitoring & Reporting Platform. 	<p>30%</p>
<p>3.2 Certifications and Qualifications of Team Allocated to the project on the ground</p> <p>Experience and expertise in the ESG field within the Banking industry. Solid expertise, demonstrated through track record, industry recognition and certifications etc., to effectively deliver the scope of work.</p> <p>Resources allocations</p> <p>Number of resources dedicated and deployed to the Bank with the relevant experience, available in the Kingdom of Bahrain, with quick turnaround time for response.</p>	<p>15%</p>
<p>3.3 Methodology</p> <p>Robust approach to ESG integration journey, supported with user-friendly interfaces and seamless employees-experience, from the initial phases of assessments, to strategy formulation, policy development, dashboard updates and reporting etc.</p>	<p>5%</p>
<p>3.4 Project Management</p> <ul style="list-style-type: none"> • Comprehensive project plan outlining key milestones, deliverables, timeline and resource allocation. 	<p>10%</p>

<ul style="list-style-type: none"> • Risk Management: Strategies for identifying, assessing, and mitigating risks associated with the project. • Quality Assurance: Processes for ensuring the quality and consistency of project deliverables. 	
<p>3.5 Reference/Experience with Other Financial Institutes The number and quality of previous projects that have been implemented by the Bidder in the Kingdom of Bahrain and GCC, in the banking sector. The Bank will verify the implementation with the institutes mentioned in the reference.</p>	10%

b) Conformity to the requirements of the RFP Document; and

c) Qualifications and experience of the Bidder.

Note: in recognition of the vital role played by Small and Medium Enterprises (SMEs) in the economy, and to foster their participation in the Bank’s procurement processes, registered SMEs will be accorded a preferential weighting of ten percent (10%) in the evaluation of their Proposal. This preference is designed to enhance the competitiveness of SMEs and support their growth within the industry. Bidders seeking to benefit from SME preferences must provide proof of their SME status at the time of the submission of the Proposal.