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Resilient nations.

REQUEST FOR PROPOSAL (RFP-BD-2017-004)

Dear Sir / Madam:

UNDP kindly request you to submit your Proposal for Hiring Firm to conduct ‘**Small Merchant Landscape Assessment in Bangladesh**’

Proposals shall be submitted on or before 04:30 pm. (local time) on Saturday, 18 February, 2017

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

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.

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

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not

accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

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

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

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

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


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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,


Sonia Mehazabeen
Operations Manager
UNDP Bangladesh

Annex 1

Description of Requirements

Context of the Requirement	Consultancy to design and implement a detailed assessment of the retail merchant value chain, with nationwide coverage and additional deep dive focus on Dhaka (Sherpur, Jamalpur, Tangail districts) and Rajshahi (Sirajganj district), including: analytical inputs, systematic review of existing literature, meta-analysis, consultations with key actors, and drafting of documentation for different phases of the study.
Implementing Partner of UNDP	
Brief Description of the Required Services ¹	As per enclosed TOR
List and Description of Expected Outputs to be Delivered	As per enclosed TOR
Person to Supervise the Work/Performance of the Service Provider	UNCDF focal point in Bangladesh
Frequency of Reporting	As indicated in the TOR
Progress Reporting Requirements	As indicated in the TOR
Location of work	As indicated in the TOR
Expected duration of work	The assignment should be completed within a period of four (04) months.
Target start date	August 2016
Latest completion date	Within 04 months of commencement
Travels Expected	As indicated in the TOR
Special Security Requirements	<input checked="" type="checkbox"/> Not applicable
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	As indicated in the 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

¹A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

Currency of Proposal	<input checked="" type="checkbox"/> Local Currency: Bangladesh Taka (BDT) <input type="checkbox"/> Euro		
Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes		
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.		
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted		
Payment Terms ³	After finalization of the inception report for phase 1 and certification by the Contract Administrator	20%	March'17
	After finalization of the validation report for phase 2 and certification by the Contract Administrator	20%	April'17
	After finalization of database reporting details of all interviews (including those used for meta-analysis) and certification by the Contract Administrator.	30%	May'17
	After completion of 6 business cases for FMCG or other companies leveraging micro-merchants and certification by the Contract Administrator.	30%	June'17
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	UNCDF focal point in Bangladesh		
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <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 criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.		

²VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

³UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

Criteria for the
Assessment of Proposal

This is a high profile assessment assignment requiring senior and professional advice based on substantive experience and qualifications of the contracting entity, that call for a team that comprise of one or more experts and a team of required associate staff/s. The firm will be invited to submit a detailed delivery proposal alongside CVs for the team leader and any associate staff/s (see below).

Eligibility criteria of the consultancy entities:

- Profile (which should not exceed fifteen (15) pages including any printed brochure relevant to the services being procured) – describing the nature of business, field of expertise, licenses, certifications, accreditations
- Business Licenses – Registration Papers, Tax Payment Certification, etc.
- Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.;
- 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 (attached as Annex 5).
- Experience in the delivery of similar type of services (consumer/enterprise/business survey) to government/ semi-government/ autonomous bodies/private sector (in Bangladesh or South Asia) during the last ten years. At least 3 such assignments to be submitted with the proposal.;
- Strong reputation in the delivery of credible analytical and/or policy inputs particularly analyzing value chains or market assessments, with minimum ten years of experience. Minimum 3 Reports on Value Chain or Market Assessment to be submitted with the Proposal.
- Experience of undertaking similar study with qualitative and quantitative components; minimum 3 in last 5 years. Minimum 3 similar Study to be submitted with the proposal.
- Experience of undertaking quantitative studies where survey sample exceeded 1000 respondents, with at least three such assignments in last five years. Minimum three assignments to be submitted with the proposal.

Minimum Eligibility of the Technical experience of expert team:

The firm must submit CVs of the experts with the proposal to substantiate the minimum eligibility requirement of the technical team:

Technical experience of expert team:

The firm must submit CVs of the experts with the proposal to substantiate the minimum eligibility requirement of the technical team:

Team leader:

- Substantive experience of working on a similar type of project delivered to government/ semi-government/autonomous bodies/projects during last ten years, preferably also provided through a multi-disciplinary team;
- Solid experience (minimum 10 years) in areas of economic development, business development services, value chain/

	<p>market system analysis, supply chain management and digital solutions.</p> <ul style="list-style-type: none"> ▪ Exceptional analytical skills and project leadership abilities, with the proven ability to deliver a major analytical and research input ▪ Ability to advocate for key policy outcomes in English and Bangla to diverse audiences, in both spoken and written forms. ▪ Team leader: PhD, substantial experience in extensive research on development and poverty reduction with leading policy works, or alternatively, Master's degree plus an established track record of published research or delivery of analytical outputs in this field; <p><u>Team members:</u></p> <ul style="list-style-type: none"> ▪ Extensive knowledge of the issues, challenges and dynamics of micro-merchant and associated sectors in Bangladesh and other developing countries; ▪ Experience (minimum 5 years) in developing and conducting research within a similar team approach; ▪ Balanced set of relevant skills – in quantitative research, qualitative research, value chain/ market system analysis, supply chain management, digital solutions, and business development services ▪ Analytical and academic credibility and ability to draw on international experience in market system and value chain analysis; ▪ Familiarity with the political economy environment and micro-merchant sector in Bangladesh and other developing countries; ▪ Team members must have minimum Master's degree in economics/social sciences, statistics, development management, development studies, or related field. ▪ A demonstrable track record of working effectively within tight deadlines; ▪ Ability and authority to communicate with government at higher levels; ▪ Links with local academic and research institutions; ▪ Excellent writing and editing skills, as well as strong analytical aptitude, communication and presentation skills (in English and Bangla). <p><u>Firm's support service staff:</u></p> <ul style="list-style-type: none"> ▪ Minimum Bachelor degree in accounting/ financial management/ HR/law or any other similar discipline. <p>Note: Entities/firms/organizations 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>UNDP will award the contract to:</p>	<p><input checked="" type="checkbox"/> One and only one Service Provider</p> <p><input type="checkbox"/> One or more Service Providers, depending on the following factors</p>

Annexes to this RFP ⁴	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ⁵ <input checked="" type="checkbox"/> Detailed TOR (Annex 4) <input checked="" type="checkbox"/> Others: Written Self-Declaration (Annex 5)
Contact Person for Inquiries (Written inquiries only) ⁶	<p>If any potential company has any query about the RFP document, that has to be submitted to UNDP through email ID bd.procurement@undp.org within 8 February 2017 by 12.00 pm.</p> <p><u>"Queries on RFP-BD-2016-022"</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 / Pre-Proposal Meeting	<p>* For attention:</p> <p>The Financial Proposal and the Technical Proposal files <u>MUST BE SEPARATE</u> and uploaded <u>SEPARATELY</u>.</p>

⁴ Where the information is available in the web, a URL for the information may simply be provided.

⁵ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

⁶ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

Annex 2

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁷

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁸)

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

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

A. Qualifications of the Service Provider (Minimum Eligibility Criteria)

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:

- *Profile (which should not exceed fifteen (15) pages including any printed brochure relevant to the services being procured) – describing the nature of business, field of expertise, licenses, certifications, accreditations*
- *Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- *Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.;*
- *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 (attached as Annex 5).*
- *Experience in the delivery of similar type of services (consumer/enterprise/business survey) to government/ semi-government/ autonomous bodies/private sector (in Bangladesh or South Asia) during the last ten years. At least 3 such assignments to be submitted with the proposal.;*
- *Strong reputation in the delivery of credible analytical and/or policy inputs particularly analyzing value chains or market assessments, with minimum ten years of experience. Minimum 3 Reports on Value Chain or Market Assessment to be submitted with the Proposal.*
- *Experience of undertaking similar study with qualitative and quantitative components; minimum 3 in last 5 years. Minimum 3 similar Study to be submitted with the proposal.*
- *Experience of undertaking quantitative studies where survey sample exceeded 1000 respondents, with at least three such assignments in last five years. Minimum three assignments to be submitted with the proposal.*
- *Technical experience of expert team:*

⁷This serves as a guide to the Service Provider in preparing the Proposal.

⁸ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

- The firm must submit CVs of the experts with the proposal to substantiate the minimum eligibility requirement of the technical team:

Team leader:

- Substantive experience of working on a similar type of project delivered to government/ semi-government/autonomous bodies/projects during last ten years, preferably also provided through a multi-disciplinary team;
- Solid experience (minimum 10 years) in areas of economic development, business development services, value chain/ market system analysis, supply chain management and digital solutions.
- Exceptional analytical skills and project leadership abilities, with the proven ability to deliver a major analytical and research input
- Ability to advocate for key policy outcomes in English and Bangla to diverse audiences, in both spoken and written forms.
- Team leader: PhD, substantial experience in extensive research on development and poverty reduction with leading policy works, or alternatively, Master's degree plus an established track record of published research or delivery of analytical outputs in this field;

Team members:

- Extensive knowledge of the issues, challenges and dynamics of micro-merchant and associated sectors in Bangladesh and other developing countries;
 - Experience (minimum 5 years) in developing and conducting research within a similar team approach;
 - Balanced set of relevant skills – in quantitative research, qualitative research, value chain/ market system analysis, supply chain management, digital solutions, and business development services
 - Analytical and academic credibility and ability to draw on international experience in market system and value chain analysis;
 - Familiarity with the political economy environment and micro-merchant sector in Bangladesh and other developing countries;
 - Team members must have minimum Master's degree in economics/social sciences, statistics, development management, development studies, or related field.
- A demonstrable track record of working effectively within tight deadlines;
- Ability and authority to communicate with government at higher levels;
 - Links with local academic and research institutions;
 - Excellent writing and editing skills, as well as strong analytical aptitude, communication and presentation skills (in English and Bangla).

Firm's support service staff:

- Minimum Bachelor degree in accounting/ financial management/ HR/law or any other similar discipline.

B. Proposed Methodology for the Completion of Services

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

C. Qualifications of Key Personnel

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

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

D. Cost Breakdown per Deliverable*

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

*This shall be the basis of the payment tranches

E. Cost Breakdown by Cost Component [This is an Example]:

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Team Leader				
2. Services from other team members				
a. Expertise 1				
b. Etc.				
II. Out of Pocket Expenses				
1. Travel Costs (of Experts)				
2. Daily Allowance (of Experts)				
3. Communication				
4. Others				
III. Other Related Costs				
1. Local Travel for Participants				
2. Venue Costs				
3. Reproduction & Printing				
4. Others				
TOTAL Amount in USD				

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

[Designation]

[Date]

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 or 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:

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

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

15.0 TERMINATION

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

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

16.0 SETTLEMENT OF DISPUTES

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

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including

Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

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

23.0 AUTHORITY TO MODIFY:

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

TERMS OF REFERENCE
FOR CONSULTANCY FIRM CONTRACT:
SMALL MERCHANT LANDSCAPE ASSESSMENT IN BANGLADESH

A. Project Title:
<p>Baseline study for Merchants development driving rural markets program.</p>
B. Description of the Assignment
<p>Consultancy to design and implement a detailed assessment of the retail merchant value chain, with nationwide coverage and additional deep dive focus on Dhaka (Sherpur, Jamalpur, Tangail districts) and Rajshahi (Sirajganj district), including: analytical inputs, systematic review of existing literature, meta-analysis, consultations with key actors, and drafting of documentation for different phases of the study.</p> <p>Note: While UNCDF will be the lead agency and contracting for (and monitoring the delivery) of these services, there will be guidance and input from UNCDF partner organizations namely Dnet, Federation of Bangladesh Chambers of Commerce and Industry (FBCCI), and Bangladesh Dokan Malik Samity (BDMS).</p>
C. Project Description:
<p>The EU – Poverty Reduction through Inclusive and Sustainable Markets (PRISM) aims to reduce poverty across Bangladesh by promoting sustainable pro-poor growth and supporting efforts to strengthen skills and employability of workers in cottage and small enterprises in order to enhance their competitiveness. Under PRISM program, UNCDF in partnership with Dnet, FBCCI and BDMS have been awarded to implement a project component titled “<i>Merchants development driving rural markets</i>”. This is part of UNCDF Shaping Inclusive Finance Transformations in SAARC (SHIFT SAARC) regional project with Bangladesh as first pilot country.</p> <p>The underlying principle behind SHIFT SAARC in Bangladesh is that there is a high demand for DFS in the country especially among low income people and women in rural and urban areas, however despite the strong demonstration of DFS potential (i.e. the growth in registered accounts, increase in active use and advanced usages of mobile money) there is not enough effort in the market on providing mobile money/ financial services through digital accounts. This situation jeopardizes the dramatic growth potential of high value financial services in Bangladesh and the potential to achieve financial inclusion through digital pathways. There is a need to provide domestic solutions to domestic issues – in this instance further motivating the financial sector to provide mobile and financial services through digital accounts.</p> <p>The aim of the merchants’ project component is to promote greater growth and competitiveness of retail merchants in the distributive trade sub-sector in rural Bangladesh through tighter vertical integration with Fast Moving Consumer Good (FMCG) value chains and stronger horizontal</p>

integration with digital business solutions providers including digital financial service providers providing m-commerce/e-commerce platforms.

The objectives will be achieved by delivering four results. *Firstly*, the information and data sets about micro-merchants will be available and accessible to policy makers and private sector actors for information, action and formulation of policies and business decisions. *Secondly*, capacity building tools, information and support services will be developed and provided to micro-merchants for improvement of their skills, business operations and practices. *Thirdly*, awareness, education and advocacy events will be provided to consumers, policy makers and private sector players for strengthening their knowledge about products, services, rights and responsibilities. *Fourthly*, innovative business models will be piloted with FMCG or other technology providers utilizing a micro-merchant model through a challenge fund incentive; the objective of the challenge fund is to test models that offer micro-merchants with digitally enabled integrated business solution. The program will be implemented over a period of 36 months and is expected to reach an estimated 10,000 direct beneficiary including micro-merchant businesses and their employees in the four selected districts.

D. Scope of Work

Phase 1: Market Mapping and Value Chain Analysis of Retail Market System

- Map the retail merchant value chain from FMCG company to retail micro-merchant level
- Review the activities and specific role, market actor's behavior/marketing practice of the key actors at different levels of value chain
- Analyze current market trends in terms of market demand and supply, price-scheduling mechanisms, market determinant factors, supply chains and government market regulatory and control mechanisms for various categories of FMCG goods
- Understand the Market Dynamics (transaction type, price variation, volume, seasonal variation, market information, bargaining power, time allocated for trading activities etc.)
- List different types of support services (Business Development Services-BDS, e.g. microfinance, legal service provider, embedded services by distributor or company sale staff) and service providers in the relevant markets connected with micro-merchant
- Understand the capacity of micro-merchants to access BDSs such as credit, information, resources and importantly digital based solutions
- Identify potential key systemic constraints faced by micro-merchants (including 'hard' challenges like finance, resource and 'soft' challenges such as stigma, especially for women micro-merchant, lack of social status etc.) and the current coping mechanisms and livelihoods practices
- Explore multiple options for digitally enable business solutions, including finance, to address some of these constraints faced by micro-merchants and the challenges (hard and soft) they may face.
- Explore micro-merchant journey: How they entered the business? Did they move out of agriculture? What is their vision of the future (survive, expand, transitory etc.)?
- Develop methodology for second phase of the study including sampling frame, sampling method, survey tools to be used etc.
- Develop a list of questions from private/public sector (actors who were interviewed in phase

1) that they may be interested in incorporating in the second phase of the study (survey)

Phase 2: Validation survey and analysis

- Collect robust data through field-based primary research. Suggested data point to be collected at the merchant level include but are not limited to:
 - Shopkeeper gender
 - Shopkeeper age
 - Merchant location (urban, semi-urban, rural)
 - Merchant type (*mudir doka*n vs. modern trade)
 - Merchant as DFS agent
 - Ownership of mobile
 - Type of mobile (smartphone vs. feature phone)
 - Access to data connection; if so type and speed of data connection
 - Turnover for the three past years
 - Main line of business (groceries, medicos, shoes/fashion, telco/electronics, etc.)
 - Average transaction size
 - Average daily number of transactions
 - Offering of electronic payment capabilities; if so, type of electronic payment offered
 - Offering of consumer credit (formal or informal)
 - Other parameters as suggested by the consultant(s)
- Validate potential key constraints identified in phase 1
- Validate the likelihood of different digital solutions, identified in phase 1, to be adopted.
- Integrating learning from Phase 1 and 2 research, develop of 6 business cases for digitally enabled business solutions, including finance, targeting micro-merchants, leveraging FMCG companies and associated actors (e.g. Fintech, MFI, Banks, Telecom etc.)

Research Methodology

The following methodology and research tools will be employed (but not limited to) during the Phase 1 and 2 of the research.

- Systematic Review (Phase 1)

The consultant will have to review the existing market assessments in the target area and overall Bangladesh, market regulatory and price control policies and/or laws and mechanisms, any documents on market trends in the target area and any other relevant literature where possible.

- Meta-Analysis and Evidence Synthesis (Phase 1)

Use existing datasets of micro-merchants, FMCG companies from academic research, research organizations or companies to undertake meta-analysis/evidence synthesis to develop testable hypothesis to be validated in primary survey

- Market Mapping and value chain (Phase 1)

The consultant will have to map potential local and regional markets in terms of type, size and volume of market, goods sold and bought, supply chain, type of producers, suppliers and vendors,

women led businesses/trades, distance of the market from the target project villages, mode of transportation, market associations/trade organizations, security arrangement/situation especially for women and competitiveness (number of producers/suppliers/vendors versus items in demand)

- Interviews with key informants (beneficiaries, producers, suppliers, vendors and consumers etc.) (Phase 1)

In-depth interviews and key informant interviews will be used to identify key constraints, validate value chain/market map and also discuss viability of potential digital solutions

- Focus Group Discussions (Phase 1)

FGD can be undertaken to validate constraints and potential solutions identified in selected geographic regions.

- Pocket Survey (Phase 2)

The small scale survey ($n < 30$) will be undertaken to pre-test questionnaire for large scale survey

- Validation Survey (Phase 2)

Large scale ($n \approx 1500$) survey of micro-merchant with nationwide coverage and deep dive focus on pre-selected 4 districts taking 95% to 99% confidence level, 4% to 5% confidence interval, approximately 1,000,000 population size nation-wide. **(Proposal must explain how the sampling frame will be developed and the actual sampling process, with four districts and nationwide coverage)**

E. Key Tasks		Timeline (estimated)
- Inception meeting with UNCDF and relevant stakeholders		Phase 1: Feb 2017
<ul style="list-style-type: none"> - Systematic review of existing literature - Qualitative study (Key Informant Interview, FGD, In-depth Interviews, Expert consultations with national and international panel experts) - Evidence Synthesis/ Meta-analysis 		Phase 1: Feb-Mar, 2017
<ul style="list-style-type: none"> - Inception Report (With UNCDF and stakeholder Feedback), which includes: <ul style="list-style-type: none"> o findings of Phase 1, o list of Stakeholder contacted o planned timeline and work plan, o detailed methodology / approach to phase 2, o sampling framework, data collection / analysis tools, qualitative /quantitative protocols for data collection and analysis 		Phase 1: April, 2017
<ul style="list-style-type: none"> - Phase 2 Pre-tested Questionnaire - Recruitment of qualified supervisors and enumerators - Enumerators training 		Phase 2: April-May, 2017

<ul style="list-style-type: none"> - Field work and survey - Data cleaning, quality assurance, data input and analysis 	
<ul style="list-style-type: none"> - Develop business cases for micro-merchants using digitally enabled business solutions - Finalization of Phase 2 report with UNCDF and stakeholder feedback 	Phase 2: May-June, 2017
<ul style="list-style-type: none"> - Participate in a workshop and dissemination event with key note presentation, and final workshop report 	Phase 2: June, 2017
<i>Note: these activities may run in parallel and will not exceed 5 months in all.</i>	
F. Impact of Results	
<p>The study findings will provide the consortium led by UNCDF, a greater understanding of the micro-merchant market system, and make available and accessible information and data sets about micro-merchants to policy makers and private sector actors for information, action and formulation of policies and business decisions.</p>	
G. Institutional Arrangement	
<p>The contracted firm will report to the UNCDF focal point in Bangladesh, who will also carry out a performance evaluation at the end of the assignment. Further, the work of the firm will be coordinated in close cooperation with consortium partners i.e. Dnet, FBCCI and BDMS.</p> <p>The work will be guided and reviewed by UNCDF Senior Regional Technical Advisor.</p>	
H. Duration of the Work and Duty Station	
<p>The duration of the assignment will be maximum 5 months, beginning in February 2017 and finishing by the end of June 2017.</p> <p>The principal working location (duty station) is Dhaka, with travel outside as required by the assignment (for research and consultation workshops, etc.)</p>	
I. Final Products/Services	
<ul style="list-style-type: none"> ▪ Final Inception Phase 1 report; ▪ Final Phase 2 validation report ▪ Database reporting details of all interviews (including those used for meta-analysis) ▪ Details of methodology ▪ List of documents reviewed ▪ Any other relevant material, including data collection tools ▪ Further technical data and sources ▪ At least, 6 business cases for FMCG or other companies leveraging micro-merchants; 	

- Minutes and workshop report for the final workshop

J. Scope of Bid Price and Schedule of Payments

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

UNCDF shall make payments, by bank transfer to the consultancy firm's bank account, upon acceptance by UNCDF of the deliverables specified in the ToR. Payments will be made after the approval of time sheets by the Senior Regional Technical Advisor.

K. Recommended Presentation of Proposal

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

1. Technical Proposal

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

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

- (i) The financial proposal shall specify a total delivery amount in BDT (including consultancy fees and all associated costs) i.e. travel cost, subsistence per diems, printing costs, consultation workshop costs and overhead recharges.
- (ii) In order to assist UNCDF in the comparison of financial proposals, the financial proposal will include a breakdown of this amount, disclosing the key assumption employed in costing the working. This must at least specify: the daily rates and number of anticipated working days (for each professional team member), any travel costs and overhead recharges. Payments will be based upon output, i.e. upon delivery of the services specified in the ToR.

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

L. Evaluation

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

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

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

BASIS FOR EVALUATION

Criteria	Weight	Max. Points
Criteria 1: Quality of technical proposal	20.0	
<i>Methodology of conducting the phase 1 research</i>		10.0
<i>Knowledge on different research tools and techniques</i>		10.0
Criteria 2: Competence, qualification of personnel in the team	20.0	
<i>Team Leader's qualification and relevant experience.</i>		10.0
<i>Team Members qualification and relevant experience.</i>		10.0
Criteria 3: Capacity of the organization	20.0	
Relevance of <ul style="list-style-type: none"> - Specialized Knowledge - Experience on Similar Program / Projects - Infrastructure and logistical capabilities - Experience on Private Sector Development 		10.0
<i>Sufficient resource pool (human and financial), ability to mobilize additional resources (access pool of enumerators, supervisors, moderators (for FGD) etc.)</i>		10.0
Criteria 4: Time Planning	10.0	
<i>Proposed timeline for completing the study</i>		5.0
<i>Previous time requirement in completing similar scale of study</i>		5.0
Financial	30.0	30.0
Total		100

Declaration

Date:

United Nations Development Programme
UNDP Registry, IDB Bhaban, Agargaon
Sher-E-Bangla Nagar, Dhaka, Bangladesh

Assignment: **Hiring Firm to conduct 'Small Merchant Landscape Assessment in Bangladesh'**

Reference: RFP-BD-2017-004

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,