



## REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: March 27, 2017
	REFERENCE: RFP-BD-2017-008

Dear Sir / Madam:

UNDP kindly request you to submit your Proposal for **"Preparation of 'Sector Action Plan' on 'Economic Governance' as per Annex-2, guidance in preparing your proposal. Proposals shall be submitted on or before 4.30 p.m. (local time) on Wednesday, April 19, 2017**

Kindly note that Proposals must be submitted in online e-Tendering system in the following link on or before the deadline indicated above using your username and password:

<https://etendering.partneragencies.org>

If you have not registered in the system earlier, you have to be registered now by logging in using following information:

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 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.**

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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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

  
Sonia Menzabeen  
Operations Manager  
UNDP Bangladesh  
27 March, 2017

### Description of Requirements

Context of the Requirement	<p>In the approved Seventh Five Year Plan, the economy of Bangladesh has been classified into 14 sectors. The Plan document also expressed government's intension to prepare Sector Action Plan for each of these fourteen sectors.</p> <p>The Government of Bangladesh has earlier prepared a Perspective Plan (2010 – 2021) that articulated the "VISION 2021" of the Government. The Country's 6FYP and the 7FYP are designed to achieve its long-term socio-economic development goals. These Plans, by definition, are the philosophical direction narrating broad strategic actions and guidelines for the economy to attain the goals. The Hence, the implementation of the Plan is not a part of the broader guiding principles in Five Year Plan. Therefore, Ministries/Divisions and agencies find it difficult to interpret the Five Year Plan's spirit in term of identifying projects/programme as they are mostly indicative and strategic in nature. As a result, in many cases Plans objectives remain unfulfilled.</p> <p>The Sector Action Plans (SAPs) will provide a comprehensive picture of sector performance as well as sectoral development objectives, policies and strategies that follow from the 7th Five Year Plan. A common concept note for preparing SAP has been developed, which describes the purpose, scope and the content of a typical SAP. The common concept paper provides broad guidelines and contents of an SAP but it is expected that this will be adapted to meet the specific requirements of sector/theme for which the action plan is being prepared. The preparation of a SAP for the sector "Education and Technology" (Sector11 in 7th FYP) has already been initiated. Inthat spirit, the Government of Bangladesh is also keen to prepare a SAP for governance, given its role in fulfilling long and medium term goals. It is important to note that 7FYP postulates a private sector led growth strategy and the contribution of private investment to total investment is projected 77 percent. Therefore, success of the plan largely depends on private sector investment (local and foreign included). The plan document lays strong emphasis on strengthening public administration, public institutions and governance for creating even playing ground for the private sector, and thus propels higher economic growth for faster reduction of poverty through creating productive employment opportunities.</p> <p>The General Economics Divisions (GED) of the Planning Commission should primarily be responsible for the preparation of Sector Action Plan on 'Economic Governance' as a leaf out of the national Plan through a process of stakeholders' (Ministries/Divisions/Agencies) consultation and participation. GED along with concerned Sector Division of Planning</p>
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	<p>Commission should work in close partnership for ensuring consistency and coherence between the FYP and Sector Action Plans. Sector Action Plans will, however, be approved by the Executive Committee of the National Economic Council (NEC). Programming Division will allocate resources to the projects/programme based on approved Sector Action Plan. Sector Division and concerned Line Ministries/Divisions should be responsible for monitoring and reporting on the implementation of Sector Action Plans and report to GED on the progress of the approved sector action plans. GED will accumulate all the reports sent by the sector divisions and publish yearly monitoring progress report for policy feedback and place the same to the National Economic Council (NEC). A participatory process of Sector Action Plan formulation deepens its ownership and acceptance of the Plan, and thus increases its chances of effective assimilation and implementation of the Plan objectives and targets. Association of all stakeholders in preparation of the Sector Action Plan is important as implementation relies on the actions of the private sector, non-government organizations, other government agencies and individuals.</p> <p>The Government of Bangladesh (GOB) through its General Economics Division (GED) of the Planning Commission is now in the process of preparing the Sector Action Plan on 'Economic Governance' in order to achieve the goals of 7th Five Year Plan (2016-2020).</p>
Implementing Partner of UNDP	The Government of Bangladesh (GOB) through its General Economics Division (GED) of the Planning Commission
Brief Description of the Required Services <sup>1</sup>	<p>The Sector Action Plan will include the following issues:</p> <ul style="list-style-type: none"> <li>• stocktaking of the sector/situation analysis</li> <li>• overall and specific objective(s) and planned impact of intervention</li> <li>• policies/strategies/laws supporting the sector/Ministries/Divisions</li> <li>• sector institutions, coordination and capacity</li> <li>• scopes, challenges and way forward</li> <li>• a clear path from the national policy to the action (link the Plan with implementation)</li> <li>• prioritizing the intervention actions by the Ministries/Divisions</li> <li>• addressing the cross cutting issues (establish the links with other sectors)</li> <li>• identifying indicators for monitoring in line with the FYP and SDGs</li> <li>• identifying of projects and programmes for the intervention</li> <li>• estimating resource requirement of the Sector</li> </ul>

<sup>1</sup> A 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.

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List and Description of Expected Outputs to be Delivered	<p>The contractor is expected to deliver the below deliverables:</p> <p>1. The consulting firm should submit an inception report to General Economic Division (GED) of Planning Commission within 1<sup>st</sup> week of July 2017 working days after signing of contract. Inception report should contain the following information:</p> <ul style="list-style-type: none"> <li>a) Methodology of work;</li> <li>b) Documents to be reviewed;</li> <li>c) Stakeholders to be consulted;</li> <li>d) Structure of Stakeholder consultations and results to be derived;</li> <li>e) Structure of Plan (as per GED agreed structure);</li> </ul> <p>2. Final product would be used as the Sector Action Plan on 'Economic Governance' of Bangladesh. The final action plan will incorporate feedbacks on the earlier draft, received from GoB officials/line ministries and other stakeholders, and submit to the GED. The document must be of high quality and ready for being published as a government document.</p> <p>3. Consulting Firm must provide (to GED):</p> <ul style="list-style-type: none"> <li>- A softcopy of the document (in pen drive/DVD) along with 20 hard copies in each case of draft submission;</li> <li>- A softcopy of the final plan (in pen drive/DVD) along with 20 hard copies;</li> <li>- A power point presentation on the concerned plan focusing key actions and suggestions satisfactory to Working Committee and also will have to make presentation as and when required.</li> </ul>
Person to Supervise the Work/Performance of the Service Provider	<p>The contracted firm will report to the Working Committee for the Sector Action Plan on "Economic Governance". The working committee is comprised of representatives from all stakeholder ministries. After finalization, the draft Sector Action Plan will be placed before for the Steering Committee's recommendation and subsequently placed for approval from National Economic Council (NEC). The work of the contracted firm will be coordinated by the General Economics Division of the Planning Commission. The Project Manager of Support to Sustainable and Inclusive Planning (SSIP) project will be the contract administrator.</p>
Frequency of Reporting	<i>As indicated in the ToR</i>
Progress Reporting Requirements	<i>As indicated in the ToR</i>
Location of work	<i>As indicated in the ToR</i>
Expected duration of work	This consultancy will take place over 6 months
Target start date	1 <sup>st</sup> week of June 2017

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Latest completion date	30 of November, 2017
Travels Expected	<i>As indicated in the ToR</i>
Special Security Requirements	<input checked="" type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others <i>[pls. specify]</i>
All Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	All costs related to this assignment including logistics, office arrangements, accommodation, travel etc. shall be borne by the contractor. Whereas UNDP will pay the lump sum amount as per contract.
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Currency of Proposal	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency, BDT
Value Added Tax on Price Proposal <sup>2</sup>	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes
Validity Period of Proposals ( <i>Counting for the last day of submission of quotes</i> )	<input checked="" type="checkbox"/> 90 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
Payment Terms <sup>3</sup>	

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

<sup>3</sup> UNDP 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.

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	SL No.	Outputs and deliverables	Payments (% of total)	Payment date
	1	After submission of an inception report	20%	1 week of July 2017
	2	After submission of the first draft of Sector Action Plan on 'Economic Governance'	30%	4 Week of August 2017
	3	After submission of final Sector Action Plan on 'Economic Governance'	50%	End of November 2017
	4	Total	100 %	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Project Manager, SSIP			
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement <sup>4</sup> <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.			
Criteria for the Assessment of Proposal	<p>Evaluation and comparison of proposals: Prior to the technical evaluation all proposals will be screened based on the minimum eligibility criteria mentioned below:</p> <p><b>Minimum Eligibility Criteria of the firm:</b></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Business Licenses – Registration Papers, Tax Payment Certification, etc.</li> <li>• Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.;</li> </ul>			

<sup>4</sup> Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$100,000.00.

- *Track Record*-Evidence of **at least 10 years of experience** in the delivering similar type of services to government/ semi-government/ autonomous bodies (in Bangladesh or South Asia) during the last five years, with at least two such assignments on related field;
- Reputation of an international standing in the delivery of credible policy inputs in Economic Governance (which includes Finance & Banking, Public Finance Management, Tax & Revenue, Legal issues etc.) Sector, **with minimum five years of experience**;
- Established, or the ability to establish, a sound working relationship with the Government of Bangladesh based on principles of client-focus, responsiveness and flexibility; and political neutrality, with at **least two previous policy assignments with Government clients**;
- **Proven analytical and academic** credibility and ability to draw on international experience in related field;
- 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.; (Annex 5).

**Minimum Eligibility Criteria of key personnel:**

**Team Leader-1 (National)**

The Team Leader is expected to lead the team (as deemed appropriate in order to deliver the task). Specify the task and ensure delivery of out puts from members. It will be responsibility of Team Leader to finally deliver a high quality report within the agreed timeframe.

- Minimum Master's degree in Economics/Accounting/Finance from a reputed university;
- At least 10 years proven working experience in the Economic development field at national or international level;
- The team leader should have at least 7 years of previous experience of leading and coordinating a team.
- Demonstrated understanding of economic governance, private sector and institutions.

**Finance and Banking Expert (National)**

- Minimum Master's Degree in Economics/Accounting/Finance from a reputed university.
- At least 10 years working experience in the economic development field of which at least 5 years in the finance and banking sub-sector;
- In-depth proven knowledge and understanding of financial management and banking issues in Bangladesh.

**Public Finance Management Expert (National)**

*M. A. Ansari*



- Minimum Master's Degree in Economics/Accounting/Finance from a reputed university;
- At least 10 years working experience in the economic development field of which at least 5 years in the finance sub-sector;
- In-depth proven knowledge and understanding of public finance/investment/expenditure management in Bangladesh.

#### **Tax and Revenue Expert (National)**

- Minimum Master's Degree in Economics/Accounting/Finance from a reputed university;
- At least 10 years working experience in the economic development field at least 5 years in the field of Tax and Revenue sub-sector;
- In-depth proven knowledge and understanding of Tax and Revenue system in Bangladesh.

#### **Legal Expert (National)**

- Minimum Master's Degree in Law/Legal Economics/Legal Finance or related subject from a reputed university;
- At least 10 years working experience in the economic development field at least 5 years in the field of financial sub-sector and have experience of land management;
- In-depth proven knowledge and understanding of legal system in Bangladesh.

**"All Proposers must submit necessary documentations to substantiate above Eligibility criteria. Failure to do so shall result in disqualification"**

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

- ☒ Expertise of the Firm
- ☒ Proposed Methodology and work Plan
- ☒ Skills and experience of Key Personnel

Criteria	Weight	Max. Points
Technical	70	
<b>1. Overall experience and qualifications of the firm:</b>		
Firm/Company profile (structure, administrative support)		5
Qualification of the team leader and team members		20
Qualification of Team Leader		4
Qualification of Finance Expert		4
Qualification of Banking Expert		4
Qualification of Tax and Revenue Expert		4
Qualification of Legal Expert		4

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	Demonstrate experience in development of similar national plan document		25
	<b>2. Methodology proposed in the technical proposal:</b>		
	Adequacy of proposed work plan relevant to the assignment as per the Terms of Reference		10
	Demonstrated understanding of the assignment particularly on Economic Governance		5
	Appropriateness and relevance of tools and methodology and timeframe		5
<b>Financial Proposal (30%)</b> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.			
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider		
Annexes to this RFP <sup>5</sup>	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <sup>6</sup> <input checked="" type="checkbox"/> Detailed TOR (Annex 4) <input checked="" type="checkbox"/> Others <sup>7</sup> Written Self-Declaration (Annex 5)		
Contact Person for Inquiries (Written inquiries only) <sup>8</sup>	UNDP Procurement Cluster, UNDP Bangladesh <a href="mailto:bd.procurement@undp.org">bd.procurement@undp.org</a> If any potential company has any query about the RFP document, that has to be submitted to the UNDP contact person mentioned above through email ID <a href="mailto:bd.procurement@undp.org">bd.procurement@undp.org</a> within 10 <sup>th</sup> April by 4.30 pm. <b><u>"Attn. BD Procurement- Queries on RFP-BD-2017-008- Preparation of 'Sector Action Plan' on 'Economic Governance'</u></b>  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.		
Other Information	<b>* For attention:</b> The Financial Proposal and the Technical Proposal files <u>MUST BE SEPARATE</u> and uploaded <u>SEPARATELY</u> .		

<sup>5</sup> Where the information is available in the web, a URL for the information may simply be provided.

<sup>6</sup> 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.

<sup>7</sup> A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

<sup>8</sup> 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.

## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>9</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>10</sup>)*

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

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

### A. Qualifications of the Service Provider

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

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.;*
- d) Evidence of at least 10 years of experience in the delivering similar type of services to government/ semi-government/ autonomous bodies (in Bangladesh or South Asia) during the last five years, with at least two such assignments on related field;*
- e) Reputation of an international standing in the delivery of credible policy inputs in Economic Governance (which includes Finance & Banking, Public Finance Management, Tax & Revenue, Legal issues etc.) Sector, with minimum five years of experience;*
- f) Established, or the ability to establish, a sound working relationship with the Government of Bangladesh based on principles of client-focus, responsiveness and flexibility; and political neutrality, with at least two previous policy assignments with Government clients;*
- g) Proven analytical and academic credibility and ability to draw on international experience in related field;*
- h) 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.*

<sup>9</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>10</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

**Minimum Eligibility Criteria of key personnel:**

**Team Leader-1 (National)**

*The Team Leader is expected to lead the team (as deemed appropriate in order to deliver the task). Specify the task and ensure delivery of outputs from members. It will be responsibility of Team Leader to finally deliver a high-quality report within the agreed timeframe.*

- a) *Minimum Master's degree in Economics/Accounting/Finance from a reputed university;*
- b) *At least 10 years proven working experience in the Economic development field at national or international level;*
- c) *The team leader should have at least 7 years of previous experience of leading and coordinating a team.*
- d) *Demonstrated understanding of economic governance, private sector and institutions.*

**Finance and Banking Expert (National)**

- a) *Minimum Master's Degree in Economics/Accounting/Finance from a reputed university.*
- b) *At least 10 years working experience in the economic development field of which at least 5 years in the finance and banking sub-sector;*
- c) *In-depth proven knowledge and understanding of financial management and banking issues in Bangladesh.*

**Public Finance Management Expert (National)**

- a) *Minimum Master's Degree in Economics/Accounting/Finance from a reputed university;*
- b) *At least 10 years working experience in the economic development field of which at least 5 years in the finance sub-sector;*
- c) *In-depth proven knowledge and understanding of public finance/investment/expenditure management in Bangladesh.*

**Tax and Revenue Expert (National)**

- a) *Minimum Master's Degree in Economics/Accounting/Finance from a reputed university;*
- b) *At least 10 years working experience in the economic development field at least 5 years in the field of Tax and Revenue sub-sector;*
- c) *In-depth proven knowledge and understanding of Tax and Revenue system in Bangladesh.*

**Legal Expert (National)**

- a) *Minimum Master's Degree in Law/Legal Economics/Legal Finance or related subject from a reputed university;*
- b) *At least 10 years working experience in the economic development field at least 5 years in the field of financial sub-sector and have experience of land management;*
- c) *In-depth proven knowledge and understanding of Tax and Revenue system in Bangladesh.*

**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\* (This portion to be provided in separate sealed envelope)**

	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 only an Example]:**

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

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

- 13.1** The recipient ("Recipient") of such information shall:
- 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
  - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
- 13.2.1** any other party with the Discloser's prior written consent; and,
  - 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:
    - 13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
    - 13.2.2.2** any entity over which the Party exercises effective managerial control; or,



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

- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

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

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

#### **15.0 TERMINATION**

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## 16.0 SETTLEMENT OF DISPUTES

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

## 17.0 PRIVILEGES AND IMMUNITIES:

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

## 18.0 TAX EXEMPTION

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

taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

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

**19.0 CHILD LABOUR**

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

**20.0 MINES:**

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

**21.0 OBSERVANCE OF THE LAW:**

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

**22.0 SEXUAL EXPLOITATION:**

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

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

**23.0 AUTHORITY TO MODIFY:**

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

*NA*

**TERMS OF REFERENCE****CONTRACT FOR HIRING A FIRM:****Preparation of 'Sector Action Plan' on 'Economic Governance'****A. Background/Context:**

In the approved Seventh Five Year Plan, the economy of Bangladesh has been classified into 14 sectors. The Plan document also expressed government's intension to prepare Sector Action Plan for each of these fourteen sectors.

The Government of Bangladesh has earlier prepared a Perspective Plan (2010 – 2021) that articulated the "VISION 2021" of the Government. The Country's 6FYP and the 7FYP are designed to achieve its long-term socio-economic development goals. These Plans, by definition, are the philosophical direction narrating broad strategic actions and guidelines for the economy to attain the goals. The Hence, the implementation of the Plan is not a part of the broader guiding principles in Five Year Plan. Therefore, Ministries/Divisions and agencies find it difficult to interpret the Five Year Plan's spirit in term of identifying projects/programme as they are mostly indicative and strategic in nature. As a result, in many cases Plans objectives remain unfulfilled.

The Sector Action Plans (SAPs) will provide a comprehensive picture of sector performance as well as sectoral development objectives, policies and strategies that follow from the 7<sup>th</sup> Five Year Plan. A common concept note for preparing SAP has been developed, which describes the purpose, scope and the content of a typical SAP. The common concept paper provides broad guidelines and contents of an SAP but it is expected that this will be adapted to meet the specific requirements of sector/theme for which the action plan is being prepared. The preparation of a SAP for the sector "Education and Technology" (Sector11 in 7<sup>th</sup> FYP) has already been initiated. Inthat spirit, the Government of Bangladesh is also keen to prepare a SAP for governance, given its role in fulfilling long and medium term goals. It is important to note that 7FYP postulates a private sector led growth strategy and the contribution of private investment to total investment is projected 77 percent. Therefore, success of the plan largely depends on private sector investment (local and foreign included). The plan document lays strong emphasis on strengthening public administration, public institutions and governance for creating even playing ground for the private sector, and thus propels higher economic growth for faster reduction of poverty through creating productive employment opportunities.

The General Economics Divisions (GED) of the Planning Commission should primarily be responsible for the preparation of Sector Action Plan on 'Economic Governance' as a leaf out of the national Plan through a process of stakeholders' (Ministries/Divisions/Agencies) consultation and participation. GED along with concerned Sector Division of Planning Commission should work in close partnership for ensuring consistency and coherence between the FYP and Sector Action Plans. Sector Action Plans will, however, be approved by the Executive Committee of the National Economic Council (NEC). Programming Division will allocate resources to the projects/programme based on approved Sector Action Plan. Sector Division and concerned Line Ministries/Divisions should be responsible for monitoring and reporting on the implementation of Sector Action Plans and report to GED on the progress of the approved sector action plans. GED will accumulate all the reports sent by the sector divisions and publish yearly monitoring progress report for policy feedback and place the same to the National Economic Council (NEC). A participatory process of Sector Action Plan formulation deepens its ownership and acceptance of the Plan, and thus increases its chances of effective assimilation and implementation

of the Plan objectives and targets. Association of all stakeholders in preparation of the Sector Action Plan is important as implementation relies on the actions of the private sector, non-government organizations, other government agencies and individuals.

The Government of Bangladesh (GOB) through its General Economics Division (GED) of the Planning Commission is now in the process of preparing the Sector Action Plan on 'Economic Governance' in order to achieve the goals of 7<sup>th</sup> Five Year Plan (2016-2020).

#### **B. Rationale:**

The Government of Bangladesh uses Perspective Plan and Five Year Plan to achieve the long-term goals of socio-economic development. These Plans, by definition, are the strategic directions and guidelines for the economy to attain focused broad goals. In order to attain the objectives of the national Plan, the country requires sectoral plans/strategies/intervention measures. Hence, Sectoral Action Plans are needed to guide the sectoral implementation path.

The 7<sup>th</sup> FYP rightly recognizes the importance of better governance as a critical factor for successful implementation of the plan objectives and targets. While the Plan endorses a broad-based strategy for governance importance, it puts particular emphasis on three major aspects:

(a) Justice and Rule of Law

(b) Public Sector Capacity: Administrative Capacity and Financial Management

(c) Improving Economic Governance

The Government of Bangladesh believes that each of these three priority areas require a full-blown study and a separate action plan to achieve the goals specified in the 7FYP, given their extent of breadth, complexity and sensitivity. The broad objective of the 7FYP is to achieve high growth and lower poverty, ensuring that the dividends of growth reaching the doorsteps of all people, especially the poor and the marginalized ones. These objectives are envisioned to be achieved through private sector led growth, with government playing a critical complementary and catalytic role. To this end, improving economic governance to mobilize resources for both private and public sectors has been identified as the major challenge to meet the targets laid out in the 7<sup>th</sup> FYP. For example, reforms in the financial sector are essential to ensure the availability of credit at affordable cost for private investment and working capital. It requires the improvement of efficiency of the institutions involving commercial banks, specialized banks, non-bank financial institutions, insurance companies, MFIs and their regulatory bodies such as Bangladesh Bank, Security and Exchange Commission, Insurance Development and Regulatory Authority, Microcredit Regulatory Authority and other relevant institutions.

Similarly, mobilizing the substantial amount of public resources required to implement the goals of 7<sup>th</sup> FYP is also a daunting challenge. But raising taxes can lower the resources for the private sector. So, raising the tax-GDP ratio to a level which is commensurate with the growth projection of the Plan period and consistent with both public and private investment rates requires extensive reforms in the institutions, processes and laws relevant for domestic resource mobilization and public spending.

Taking all these issues into cognizance, the Government of Bangladesh has decided to prepare the Sector Action Plan for focusing initially on economic governance issues.

#### **C. Objective:**

Aside public investment the private sector has strong influence in propelling economic growth. Public investment mainly facilitates to ensure level playing ground for the private investment. There are several aspects of economic governance that impact on private investment. These include: regulatory policies for private investment as reflected by the cost of doing business; efficiency of financial markets that affect the cost and availability of

financial resources to fuel the expansion of private investment; the tax structure that determine the resource allocation between public and private sector and the availability of key public services necessary for private investment (infrastructure and human capital); public spending priority to ensure that public resources are spent well and on priority sectors that facilitate private investment; land market reforms to ensure the availability of land for private investment at affordable prices and power transaction costs. The objective of the SAP for Economic Governance is to provide an analysis of these issues, develop an economic governance strategy and identify specific policy and institutional actions to implement this strategy in the context of the 7<sup>th</sup> Plan.

#### **D. Scope of Work**

The Sector Action Plan on 'Economic Governance' will include the following issues:

- stocktaking of the sector/situation analysis
- overall and specific objective(s) and planned impact of intervention
- policies/strategies/laws supporting the sector/Ministries/Divisions
- sector institutions, coordination and capacity
- scopes, challenges and way forward
- a clear path from the national policy to the action (link the Plan with implementation)
- prioritizing the intervention actions by the Ministries/Divisions
- addressing the cross cutting issues (establish the links with other sectors)
- identifying indicators for monitoring in line with the FYP and SDGs
- identifying of projects and programmes for the intervention
- estimating resource requirement of the Sector

#### **E. Institutional Arrangement**

The contracted firm will report to the Working Committee for the Sector Action Plan on "Economic Governance". The working committee is comprised of representatives from all stakeholder ministries. After finalization, the draft Sector Action Plan will be placed before for the Steering Committee's recommendation and subsequently placed for approval from National Economic Council (NEC). The work of the contracted firm will be coordinated by the General Economics Division of the Planning Commission. The Project Manager of Support to Sustainable and Inclusive Planning (SSIP) project will be the contract administrator.

#### **F. Duration of the Work and Duty Station**

The duration of the assignment will be of 6 months starting preferably in June 2017 and submission of draft by end August 2017. The last date for final report submission is 30 November, 2017.

The principal working location (duty station) is Dhaka. The consultant team will need to communicate with relevant Ministries, divisions and agencies deemed necessary to prepare a well-informed high quality action plan.

#### **G. Final Products/Services/ Deliverables**

1. The consulting firm should submit an inception report to General Economic Division (GED) of Planning Commission within 1<sup>st</sup> week of July 2017 after signing of contract. Inception report should contain the following information:

- f) Methodology of work;
- g) Documents to be reviewed;
- h) Stakeholders to be consulted;

- i) Structure of Stakeholder consultations and results to be derived;
- j) Structure of Plan (as per GED agreed structure);

2. Final product would be used as the Sector Action Plan on 'Economic Governance' of Bangladesh. The final action plan will incorporate feedbacks on the earlier draft, received from GoB officials/line ministries and other stakeholders, and submit to the GED. The document must be of high quality and ready for being published as a government document.

3. Consulting Firm must provide (to GED):

- A softcopy of the document (in pen drive/DVD) along with 20 hard copies in each case of draft submission;
- A softcopy of the final plan (in pen drive/DVD) along with 20 hard copies;
- A power point presentation on the concerned plan focusing key actions and suggestions satisfactory to Working Committee and also will have to make presentation as and when required.

#### **H. Scope of Bid Price and Schedule of Payment**

• After submission of an inception report	20%	1 week of July 2017	
• After submission of the first draft of Sector Action Plan on 'Economic Governance'	30%	4 Week of August 2017	
• After submission of final Sector Action Plan on 'Economic Governance'	50%	End of November 2017	

#### **I. Recommended Presentation of Proposal**

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

##### **1. Technical Proposal**

- (i) Firm information – 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), if applicable;
- (ii) Relevant Experience – Evidence of experience in delivering the similar type of services to government/ semi-government/ autonomous bodies (in Bangladesh or South Asia) during the last five years, with at least two such assignments on related field;
- (iii) Process - The Technical Proposal needs to contain a detail description of the process the contractor intends to follow to complete the tasks including a detailed work plan and time schedule for completion/delivery of the final product (the updated and revised text of the BD codes) which, after selection of the contractor, will be agreed upon by the Project.
- (iv) Human Resources - The Technical Proposal needs to contain a list and detailed information on the proposed human resources (technical/managerial) which will be utilized for the task including their



respective qualifications and relevant experience/exposure and required expertise/skills to complete the tasks i.e. legal, linguistic, drafting and editing expertise, among others.

- (v) Tools and Methodologies - The Technical Proposal must detail tools and methodologies that will be used to prepare the Sector Action Plan for 'Economic Governance'.
- (vi) All taxes should be borne by the contractor.

## 2. Financial Proposal

- (i) The Financial Proposal shall specify a total delivery amount (in BDT) including consultancy fees and all associated costs, i.e. printing & photocopy costs, and overhead recharges. However, the required consultation cost will be borne by GED.

In order to assist UNDP in the comparison of financial proposals, the financial proposals will include a breakdown of this amount disclosing the key assumption employed in costing the working.

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

### J. Evaluation

In response to the RFP, **the contractor will have to submit a Technical proposal as per the Terms of Reference and a financial Proposal separately.** The tender selection committee will first evaluate the technical proposal of the institutions/firms. Any institutions/firms getting more than 70% of the maximum achievable points (i.e. 49 points) in the technical proposal will be considered for financial appraisal, and ultimately therefore, for contracting. The financial proposal will be evaluated based on lowest price.

The total scoring points for both the evaluations will be 100; the technical evaluation will be based on 70 points and the rest 30 points are to be allotted to the bidder proposing lowest price.

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 this solicitation, with the ratio set at 70:30 respectively.

### K. Qualification of the Successful Contractor

The firm will be invited to submit a detailed proposal of contents of the following guidelines and methodology of presentation along with CV's of consultants under that firm. Final TOR will be provided with the award.

#### Minimum eligibility criteria of the firm:

- Evidence of at least 10 years of experience in the delivering similar type of services to government/ semi-government/ autonomous bodies (in Bangladesh or South Asia) during the last five years, with at least two such assignments on related field;
- Reputation of an international standing in the delivery of credible policy inputs in Economic Governance (which includes Finance & Banking, Public Finance Management, Tax & Revenue, Legal issues etc.) Sector, with minimum five years of experience;
- Established, or the ability to establish, a sound working relationship with the Government of Bangladesh based on principles of client-focus, responsiveness and flexibility; and political neutrality, with at least two previous policy assignments with Government clients;
- Proven analytical and academic credibility and ability to draw on international experience in related field;

**Note:** Necessary documentation must be submitted to substantiate the above eligibility criteria.

#### **L. Team Composition and Qualifications of Individual Consultants**

The consultant team will be comprised of 1 team leader and 3 sub-sector experts. The qualifications of consultants are provided below:

##### **Team Leader-1 (National)**

The Team Leader is expected to lead the team (as deemed appropriate in order to deliver the task). Specify the task and ensure delivery of outputs from members. It will be responsibility of Team Leader to finally deliver a high quality report within the agreed timeframe.

- Minimum Master's degree in Economics/Accounting/Finance from a reputed university;
- At least 10 years proven working experience in the Economic development field at national or international level;
- The team leader should have at least 7 years of previous experience of leading and coordinating a team.
- Demonstrated understanding of economic governance, private sector and institutions.

##### **Finance and Banking Expert (National)**

- Minimum Master's Degree in Economics/Accounting/Finance from a reputed university.
- At least 10 years working experience in the economic development field of which at least 5 years in the finance and banking sub-sector;
- In-depth proven knowledge and understanding of financial management and banking issues in Bangladesh.

##### **Public Finance Management Expert (National)**

- Minimum Master's Degree in Economics/Accounting/Finance from a reputed university;
- At least 10 years working experience in the economic development field of which at least 5 years in the finance sub-sector;
- In-depth proven knowledge and understanding of public finance/investment/expenditure management in Bangladesh.

##### **Tax and Revenue Expert (National)**

- Minimum Master's Degree in Economics/Accounting/Finance from a reputed university;
- At least 10 years working experience in the economic development field at least 5 years in the field of Tax and Revenue sub-sector;
- In-depth proven knowledge and understanding of Tax and Revenue system in Bangladesh.

##### **Legal Expert (National)**

- Minimum Master's Degree in Law/Legal Economics/Legal Finance or related subject from a reputed university;
- At least 10 years working experience in the economic development field at least 5 years in the field of financial sub-sector and have experience of land management;
- In-depth proven knowledge and understanding of Tax and Revenue system in Bangladesh.

#### **M. Basics for Evaluation**

Criteria	Weight	Max. Points
<b>Technical</b>		
<b>1. Overall experience and qualifications of the firm</b>		
Firm/Company profile (structure, administrative support)		5
Qualification of the team leader and team members:		<b>20</b>
Qualification of Team Leader		4
Qualification of Finance Expert		4
Qualification of Banking Expert		4
Qualification of Tax and Revenue Expert		4
Qualification of Legal Expert		4
Demonstrate experience in development of similar national plan document		25
<b>2. Methodology proposed in the technical proposal</b>		
Adequacy of proposed work plan relevant to the assignment as per the Terms of Reference		10
Demonstrated understanding of the assignment particularly on Economic Governance		5
Appropriateness and relevance of tools and methodology and timeframe		5

*\* Reputed university means any reputed public university of Bangladesh and overseas. Degree from European and North American, Far-East Asian University will get preference. Candidates from IUB, NSU and BRAC University will be generally accepted. Candidate from other private universities of Bangladesh and overseas universities other than Europe, North America and Far-East Asia will be accepted after demonstrating sufficient aptitude.*

*M.A. Ans*

# Declaration

Date:

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

Assignment: "Preparation of 'Sector Action Plan' on 'Economic Governance'  
"

**Reference:** RFP-BD-2017-008

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,

M.A.A.