



12 February 2018

REQUEST FOR PROPOSAL (RFP-BD-2018-003)

Dear Sir / Madam:

UNDP kindly request you to submit your Proposal for **Hiring Firm to Conduct Study Tour to Malaysia and Indonesia for Government of Bangladesh Officials-SID CHT**

Proposals shall be submitted on or before 4.30 p.m. (local time) on Sunday, February 25, 2018

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 60 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:

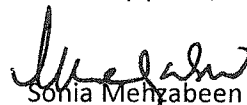
<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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 Mehgabeeen
Operations Manager
February 12, 2018

Description of Requirements

Context of the Requirement	<p>Consultancy to conduct a study tour to assist GoB in getting exposure to learn about indigenous people's (ethnic minorities) situation particularly in the Sabah and Sarawak of Malaysia and in Kalimantan and Bali of Indonesia and the diversity of their livelihoods. Those areas are mainly known as indigenous peoples' territories and they are the majority in those lands. Indigenous peoples' rights have been recognized at different degrees in many countries including Malaysia and Indonesia. It is expected that the lessons and government actions taken in both the countries would help policy makers of Bangladesh to formulate policies geared towards affirmative actions in the CHT. The study tour is expected to generate lessons and experiences for the team members who are actively engaged in policy and planning on the indigenous peoples' issues in Bangladesh particularly in the CHT.</p> <ul style="list-style-type: none"> • To observe and learn from the practical implementation of the safeguard policies adopted by Malaysia and Indonesia to protect the culture, identities, territories and other rights of the indigenous peoples. • To understand how the government in Malaysia and Indonesia are responding to indigenous people's (or ethnic minorities) rights including land, Natural Resource Management, Livelihoods. • To understand how indigenous communities (or ethnic minorities) and the state interact with each other, both from a political and cultural perspective including tourism. <p>The services will include: detailing and finalization of tentative itinerary, operational and logistical inputs, conducting the study tour practically including providing Local Coordinator cum Tour Guide for each country and leading it theoretically.</p>
Implementing Partner of UNDP	Strengthening Inclusive Development in Chittagong Hill Tracts (SID-CHT)
Brief Description of the Required Services	<p>The successful firm or company will be tasked with:</p> <ul style="list-style-type: none"> • Arrange and organize (including logistics, food, accommodation, Air tickets, transport support in the visiting areas etc.) the study tour in the Malaysia and Indonesia as per below places and schedule. This includes, but not limited to: <ul style="list-style-type: none"> ○ Accommodation must be not less than 3 star hotel standard. ○ Accommodation for 11 persons for 10 nights. ○ All meals for 11 persons for the whole period of the study tour. ○ Air ticket category – 8 persons for Business class and 3 persons for Economy class; in case there is

no business option (e.g. in domestic flights), then all economy class tickets.

- Coordinate with the listed stakeholders (visiting organisations/individuals/community peoples) at Indonesia and Malaysia and arrange meeting/visits appointment as per schedule with logistics and others supports.
- Arrange sight seeing
- Coordinate and facilitate the entire study tour in Indonesia and Malaysia

Tentative visit plan/schedule (to be detailed and finalized by the consulting firm)

Day/Date	Depart	Arrival	Activity	Remarks
Day 1	Dhaka	Kuala Lumpur	Travel & arrival in Kuala Lumpur	Air
Day 2	Kuala Lumpur	-----	Meeting with Peninsular Malaysia Orang Asli Association (POASM), Malaysia Timber Certification Council (MTCC), Meeting with Economic Planning Unit	Local Transport
Day 3	Kuala Lumpur		Meeting with Department of Orang Asli Affairs (JHEOA), Human Rights Commission of Malaysia	Local Transport

	Day 4	Kuala Lumpur	Sabah (Kota Kinabalu)	Travel from KL to Sabah in the morning Meeting with Dusun community leaders & Indigenous peoples Network of Malaysia (IPNM) in the afternoon	Air & Local transport
	Day 5	Sabah		Visit to Tribal Courts and meet tribal leaders (in between 9-12 noon) Visit to Babagon Dam in the afternoon	Local Transport
	Day 6	Sabah	Sarawak (Kuching)	Travel to Sarawak from Sabah in the morning Meeting with Sarawak Land Development Board (SLDB) any time after 12 noon	Air

	Day 7	Sarawak	-----	Meeting with Bintulu & Sibu community leader, (morning) Meeting with JOANGO HUTAN & Sarawak Dayak Iban Association in the afternoon Visit to Penan hunting gatherer society (if feasible).	Local transport
	Day 8	Sarawak	Jakarta	Travel to Jakarta from Sarawak via KL (morning) Meeting with indigenous peoples organization such as AMAN/ JATAM	Air Local transport
	Day 9	Jakarta	Travel to Bali in the evening	Meeting with government representatives such as BPN (Head of National Agrarian Body), National Commission of Human Rights (Komnas HAM), Department of Social Affairs, National planning commission in Jakarta. Travel to Bali in the evening	Local transport Air



	Day 10	Bali		Visit community managed tourism in Bali, Meeting with the Tourism board	Local transport								
	Day 11	Bali	Dhaka	Return to Dhaka	Air								
List and Description of Expected Outputs to be Delivered	<table border="1"> <thead> <tr> <th>Expected Outputs</th><th>No. of days required (estimated)</th></tr> </thead> <tbody> <tr> <td>- Preparation for study tour</td><td>11 days</td></tr> <tr> <td>- Conducted study tour</td><td>11 days</td></tr> <tr> <td>- Report on study tour and its teach-in events</td><td>8 days</td></tr> </tbody> </table>					Expected Outputs	No. of days required (estimated)	- Preparation for study tour	11 days	- Conducted study tour	11 days	- Report on study tour and its teach-in events	8 days
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- Report on study tour and its teach-in events	8 days												
Person to Supervise the Work/Performance of the Service Provider	National Project Manager, SID-CHT												
Frequency of Reporting	As indicated in the ToR												
Progress Reporting Requirements	As indicated in the ToR												
Location of work	<input type="checkbox"/> Exact Address/es As indicated in the ToR												
Expected duration of work	Duration of the assignment will be 30 working days start from March 2018 and will be end on March 2018, with the actual study tour to occur from 7 th to 17 th March 2018. The principal working location will be in the country of the study tour.												
Target start date	March 2018												
Latest completion date	April 2018												
Travels Expected	As indicated in the ToR												
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Others [pls. specify]												
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input checked="" type="checkbox"/> Others As per ToR												

Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency, BDT
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be inclusive of VAT
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input type="checkbox"/> 120 days <p>In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.</p>
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted
Payment Terms	<ul style="list-style-type: none"> • 20% of the total amount will be given after submission of detailed tour plan after signing the contract. • 80% of the total amount will be given Upon completion of the task and submitting a brief report on the study tour.
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	National Project Manager, SID-CHT
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Institutional 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.

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>Minimum eligibility criteria of the consultancy firm:</p> <ul style="list-style-type: none"> • Business Licenses – Registration Papers, Tax Payment Certification, etc. • Company Profile, which should not exceed fifteen (15) pages including any printed brochure relevant to the services being procured. • Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Proposer is not a corporation. • Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report. • Must have at least two (2) international experience in conducting and organizing interactive training and study tour programmes, including South Asian participants. • Bidders must provide references from a minimum of two (2) previous clients receiving similar study tour provision. • The firm must have at least 7 years of experience in the delivery of similar type of services to government/ semi-government/ autonomous bodies, with at least two (2) such assignments <p>Minimum eligibility criteria of the key personnel:</p> <ul style="list-style-type: none"> • Must have at least one Local Coordinator- cum Tour Guide for each country. (More than one Local Coordinator- cum Tour Guides are also acceptable if their necessities are properly explained in the bid/proposal) • The Local Coordinator (s) cum Tour Guide (s) must have masters in Social Science or in any other relevant field. • The Local Coordinator (s) cum Tour Guide (s) must have at least seven (7) years of international experience on Indigenous People's Issues which can link this to local context, specifically to the Bangladeshi context particularly in the CHT. <p>Note: Necessary documentation must be submitted to substantiate the above eligibility criteria. Consultancy firms that do not meet the above eligibility criteria shall not be considered for further evaluation.</p>
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The firm must provide CVs of all proposed personnel for the assignment, stating name, highest academic qualification, professional certification, length of experience, role/function and other related information.		
Technical Proposal (70%)		
<input checked="" type="checkbox"/> Background experience/ Expertise of Firm		
<input checked="" type="checkbox"/> Adequacy and comprehensiveness of the proposal (concept, approach, work plan)		
<input checked="" type="checkbox"/> Qualifications and competence of the key staff for the Assignment		
BASIS OF TECHNICAL EVALUATION		
Technical Proposal Evaluation		Points obtainable
Background experience/ Expertise of firm		
1.1	Overall experience in the provision of training services for government/ semi-government/ autonomous bodies related to Indigenous People's issues	5
1.2	Experience in the provision of services of study tours on Indigenous People's issues for government/ semi-government/ autonomous bodies	10
1.3	Specific skills of engaging in social protection - including reforms and approaches, policy implications, financing, targeting, impact, sustainability, graduation models etc. including in a South Asian context	10
Total		25
Proposed Work Plan and Approach		
2.1	Adequacy and relevance of the proposed detailed itinerary/event plan	10
2.2	Appropriateness of proposed implementation timelines	5
2.3	Adequacy and relevance of the proposed teach-in events	5
Total		20
Key Personnel		
3.1	Basic education of Local Coordinator (s) cum Tour Guide (s)	10
3.2	Local Coordinator (s) cum Tour Guide (s)'s experience in specialized training on Indigenous People's issues/rights	10
3.3	Local Coordinator (s) cum Tour Guide (s)' experience in study tours on Indigenous People's issues/rights	5
Total		25

	<div></div> <div></div> <div></div> <p>Financial Proposal (30%) In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The contract will be awarded to the bidder offering the 'best value for money'. The contract will be awarded to the Contractor based on the cumulative method. The formula for the rating of the Proposals will be as follows:</p> <p>Rating the Technical Proposal (TP): TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100 Rating the Financial Proposal (FP): FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100 Total Combined Score: (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%) =Total Combined and Final Rating of the Proposal</p> <p>The proposal obtaining the overall highest score after adding the score of the technical proposal and the financial proposal is the proposal that offers best value for money</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors :
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <input checked="" type="checkbox"/> Detailed TOR (Annex 4) <input checked="" type="checkbox"/> Written Self-Declaration (Annex 5)
Contact Person for Inquiries (Written inquiries only)	bd.procurement@undp.org <i>Please mention the following in the subject while sending any query to UNDP regarding this RFP on or before 18 February 2018. "Queries on RFP-BD-2018-003"</i> 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	A pre-bid meeting will be held at IDB Bhaban, (19 th floor), meeting room, for the clarification on the bidding document and ToR <u>on 18 February, 2018 at 11.00 AM.</u> Note: Bidder needs to carry a valid Passport/NID/Credit or Debit card with photo/Original driving license in order to enter into IDB Bhaban for the pre-bid meeting.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

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

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

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

Minimum eligibility criteria of the consultancy firm:

- Business Licenses – Registration Papers, Tax Payment Certification, etc.
- Company Profile, which should not exceed fifteen (15) pages including any printed brochure relevant to the services being procured.
- Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Proposer is not a corporation.
- Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report.
- Must have at least two (2) international experience in conducting and organizing interactive training and study tour programmes, including South Asian participants.
- Bidders must provide references from a minimum of two (2) previous clients receiving similar study tour provision.
- The firm must have at least 7 years of experience in the delivery of similar type of services to government/ semi-government/ autonomous bodies, with at least two (2) such assignments

Minimum eligibility criteria of the key personnel:

- Must have at least one Local Coordinator- cum Tour Guide for each country. (More than one Local Coordinator- cum Tour Guides are also acceptable if their necessities are properly explained in the bid/proposal)
- The Local Coordinator (s) cum Tour Guide (s) must have masters in Social Science or in any other relevant field.
- The Local Coordinator (s) cum Tour Guide (s) must have at least seven (7) years of international experience on Indigenous People's Issues which can link this to local context, specifically to the Bangladeshi context particularly in the CHT.

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

Consultancy firms that do not meet the above eligibility criteria shall not be considered for further evaluation.

The firm must provide CVs of all proposed personnel for the assignment, stating name, highest academic qualification, professional certification, length of experience, role/function and other related information.

A. 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.

B. 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.*

C. Cost Breakdown per Deliverable* (This portion to be provided in separate sealed envelope)

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

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

D. 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
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				

b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

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

[Designation]

[Date]

*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

TERMS OF REFERENCE

Conducting Study Tour to Malaysia and Indonesia for Government of Bangladesh Officials

A. Project Title:
Strengthening Inclusive Development in Chittagong Hill Tracts (SID-CHT)
B. Description of the Assignment
<p>Consultancy to conduct a study tour to assist GoB in getting exposure to learn about indigenous people's (ethnic minorities) situation particularly in the Sabah and Sarawak of Malaysia and in Kalimantan and Bali of Indonesia and the diversity of their livelihoods. Those areas are mainly known as indigenous peoples' territories and they are the majority in those lands. Indigenous peoples' rights have been recognized at different degrees in many countries including Malaysia and Indonesia. It is expected that the lessons and government actions taken in both the countries would help policy makers of Bangladesh to formulate policies geared towards affirmative actions in the CHT. The study tour is expected to generate lessons and experiences for the team members who are actively engaged in policy and planning on the indigenous peoples' issues in Bangladesh particularly in the CHT.</p> <ul style="list-style-type: none"> • To observe and learn from the practical implementation of the safeguard policies adopted by Malaysia and Indonesia to protect the culture, identities, territories and other rights of the indigenous peoples. • To understand how the government in Malaysia and Indonesia are responding to indigenous people's (or ethnic minorities) rights including land, Natural Resource Management, Livelihoods. • To understand how indigenous communities (or ethnic minorities) and the state interact with each other, both from a political and cultural perspective including tourism. <p>The services will include: detailing and finalization of tentative itinerary, operational and logistical inputs, conducting the study tour practically including providing Local Coordinator cum Tour Guide for each country and leading it theoretically.</p>
C. Project Description:
<p>The Strengthening Inclusive Development in Chittagong Hill Tracts (SID-CHT) project of the Ministry of Chittagong Hill Tracts Affairs (MoCHTA) and UNDP, is being implemented since February 2017 with an aim "to strengthen the capacity of the population in the Chittagong Hill Tracts to shape and make decisions that impact on their lives".</p> <p>The project strategy is thus premised on intimate coordination with local government structures, justice and security providers at all levels. Working alongside the Government of Bangladesh and all its contingent representatives in the CHT is a key element of an inclusive, effective and successful project strategy. It aims to contribute in poverty eradication, economic growth, enhancing governance and promoting diversity in Chittagong Hill Tracts (CHT) – the most diverse area of Bangladesh where more than 11 indigenous ethnic communities live apart from the mainstream Bengalis.</p>

The SID-CHT project is arranging a study tour for the Parliamentary Standing Committee Members (the Member of Parliaments – including the State Minister for MoCHTA) of the Ministry of Chittagong Hill Tracts Affairs (MoCHTA), Government of Bangladesh (GOB) in Malaysia and Indonesia from 07 March to 17 March 2018 (11 days).

D. Scope of Work

The successful firm or company will be tasked with:

- Arrange and organize (including logistics, food, accommodation, Air tickets, transport support in the visiting areas etc.) the study tour in the Malaysia and Indonesia as per below places and schedule. This includes, but not limited to:
 - Accommodation must be not less than 3 star hotel standard.
 - Accommodation for 11 persons for 10 nights.
 - All meals for 11 persons for the whole period of the study tour.
 - Air ticket category – 8 persons for Business class and 3 persons for Economy class; in case there is no business option (e.g. in domestic flights), then all economy class tickets.
- Coordinate with the listed stakeholders (visiting organisations/individuals/community peoples) at Indonesia and Malaysia and arrange meeting/visits appointment as per schedule with logistics and others supports.
- Arrange sight seeing
- Coordinate and facilitate the entire study tour in Indonesia and Malaysia

Tentative visit plan/schedule (to be detailed and finalized by the consulting firm)

Day/Date	Depart	Arrival	Activity	Remarks
Day 1	Dhaka	Kuala Lumpur	Travel & arrival in Kuala Lumpur	Air
Day 2	Kuala Lumpur	-----	Meeting with Peninsular Malaysia Orang Asli Association (POASM), Malaysia Timber Certification Council (MTCC), Meeting with Economic Planning Unit	Local Transport
Day 3	Kuala Lumpur		Meeting with Department of Orang Asli Affairs (JHEOA), Human Rights Commission of Malaysia	Local Transport
Day 4	Kuala Lumpur	Sabah (Kota Kinabalu)	Travel from KL to Sabah in the morning Meeting with Dusun community leaders & Indigenous peoples Network of Malaysia (IPNM) in the afternoon	Air & Local transport
Day 5	Sabah		Visit to Tribal Courts and meet tribal leaders (in between 9-12 noon) Visit to Babagon Dam in the afternoon	Local Transport
Day 6	Sabah	Sarawak (Kuching)	Travel to Sarawak from Sabah in the morning Meeting with Sarawak Land Development Board (SLDB) any time after 12 noon	Air

Day 7	Sarawak	-----	Meeting with Bintulu & Sibu community leader, (morning) Meeting with JOANGO HUTAN & Sarawak Dayak Iban Association in the afternoon Visit to Penan hunting gatherer society (if feasible).	Local transport
Day 8	Sarawak	Jakarta	Travel to Jakarta from Sarawak via KL (morning) Meeting with indigenous peoples organization such as AMAN/ JATAM	Air Local transport
Day 9	Jakarta	Travel to Bali in the evening	Meeting with government representatives such as BPN (Head of National Agrarian Body), National Commission of Human Rights (Komnas HAM), Department of Social Affairs, National planning commission in Jakarta. Travel to Bali in the evening	Local transport Air
Day 10	Bali		Visit community managed tourism in Bali, Meeting with the Tourism board	Local transport
Day 11	Bali	Dhaka	Return to Dhaka	Air

E. Expected Outputs		No. of days required (estimated)
- Preparation for study tour		11 days
- Conducted study tour		11 days
- Report on study tour and its teach-in events		8 days

* This is proposed study tour duration. Proposers nominating a team to facilitate the study tour are free to propose input of more than one staff for some or all of the study tour days in their technical and financial proposals.

F. Impact of Results
<p>Malaysia and Indonesia are diverse in culture, ethnicity, languages and religion. Indigenous peoples in Malaysia and Indonesia are 12 % and 5.5 %, respectively. Borneo Island, populated mostly by the indigenous peoples is shared by Malaysia and Indonesia. Malaysian part Borneo is called Sabah and Sarawak and the Indonesian part is called Kalimantan. In 2006, the indigenous peoples were 60% and 50% of Sabah and Sarawak population, respectively. (The indigenous people's world, 2009:327).</p> <p>Indigenous peoples in Indonesia are recognized under the Article 52 of Act. No. 24/2003 on the Constitutional Court. (The indigenous world, 2007:328). Government also has recognized indigenous peoples land rights under the provincial government of Central Kalimantan through issuance of Perda (Local Regulation) No.8 on Provincial Spatial Planning to use the land for two purposes such as Production Development Areas (KPP) and Settlement Areas (KPPL).</p> <p>Native customs are enforced by the Native Courts in Sabah and Sarawak in Malaysia since 1990s. Native Courts work closely with the Council of Indigenous Peoples Affairs in Sabah and the Council of Customary Laws in Sarawak. The rights to speak with native tongue are recognized on the Federal Constitution in Article 161. The most prominent piece of legislation in the Federal Constitution pertaining to the natives of Sabah and Sarawak is as recorded in Article 153 of the Federal Constitution. Based on these, special privileges are echoed in the New Economic Policy where a two-pronged approach of 1) reducing, and eventually eradicating, absolute poverty irrespective of race by raising income levels and increasing job</p>

opportunities for all Malaysians and 2) restructuring society to remove the identification of race with economic functions was undertaken.

Thus, overall situation of indigenous peoples both in the Malaysia & Indonesia have gave the positive reflection on world indigenous peoples. It is expected that the study tour participants will be benefited by visiting the ethnically diverse areas and observing the coexistence which is helpful to uplift harmonious relationship and the development in the CHT region.

G. Institutional Arrangement

The selected firm will report directly to the National Project Manager, SID-CHT. The entity will provide briefs and updates to the National Project Manager and the respective UNDP personnel on the progress of the work, challenges encountered, risks foreseen, proposed or taken mitigation measures, and where UNDP support may be required. UNDP will review for certification of acceptance the outputs produced by the contracted consultant.

H. Duration of the Work and Duty Station

Duration of the assignment will be 30 working days start from March 2018 and will be end on March 2018, with the actual study tour to occur from 7th to 17th March 2018. The principal working location will be in the country of the study tour.

I. Final Products/Services

- Study tour to Kuala Lumpur, Sabah & Sarawak in Malaysia and Bali and Jakarta in Indonesia conducted;
- Teach-in events conducted;
- Report on study tour to Malaysia and Indonesia and teach-in events produced and submitted

J. Qualification of the Successful Contractor

This is a high profile advisory assignment requiring senior and professional advice based on substantive experience and qualifications of the contracting firm, based on a team approach. Bidders are expected to express the organizational capacity in terms of technical strength which states the following.

As per RFP Documents

Technical Proposal (70%)

To qualify in the technical evaluation a proposal must score minimum 70% (or 49) of the total obtainable score of 70. Obtained score will be expressed in percentage as follows,

$$(\text{total score obtained by the offer} / \text{Max. obtainable score for technical evaluation}) \times 100$$

As per RFP Documents

K. Scope of Bid Price and Schedule of Payments

The contractor's price proposal will include all expected costs of the assignment. A sample of the cost heads are given below:

SL. No.	Cost Head	Remarks

1.	Air Ticekt – Business Class	To be quoted by company
2.	Air Ticket – Economy Class	To be quoted by company
3.	Hiring local transport (in the visiting areas – including airport transfer)	To be quoted by company
4.	Daily Subsistence Allowances (DSA) – includes accommodation, food and incidental cost	UNDP's standard local (visiting area) DSA rates will be followed and tour members will bear the cost. The company does not require to quote.
5.	Local guide	To be quoted by company
6.	Other cost items	To be quoted by company

Payment will be remitted subject to the approval of final deliverables by the National Project Manager and based on the contractor's price proposal.

As per RFP documents

L. 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) References from a minimum of two (2) previous clients receiving similar study tour provision;
- (v) Methods and approaches to be adopted in delivering this assignment, including short concept note of 2 to 3 page how the entire study tour will be operated;
- (vi) CVs of the proposed Local Coordinator (s) cum Tour Guide (s) and other team members to be included within the team. Please note that proposing firms will be expected to deploy the personnel listed within the proposal; substitutions will only be accepted with the prior consent of UNDP.

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

- (i) The financial proposal shall specify a total delivery amount (in USD or BDT) including consultancy fees and all associated costs) i.e. travel cost, subsistence per diems and overhead recharges.
- (ii) In order to assist UNDP in the comparison of financial proposals, the financial proposal will include a breakdown of this amount, disclosing the key assumption employed in

costing the working. Payments will be based upon output, i.e. upon delivery of the services specified in the ToR.

Cost Breakdown by Cost Component:

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Local Coordinator (s) cum Tour Guide (s)				
2. Services from other team members (if any)				
a. Expertise 1				
b. Etc.				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
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				

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.

NOTE: *The cost of air travel to country to be visited as well as costs of food and accommodation of study tour participants will not be included in the financial proposal. However, cost for local travel within the study tour programme is reimbursable as a direct cost of the assignment and will be included in the proposal.*

M. Evaluation

A cumulative analysis weighted-scoring method will be applied to evaluate the firm. 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.

Key areas to be covered during the Malaysia and Indonesia Study Tour

- Meeting with relevant Government agencies, Non-Government Organizations (NGOs), Community Based Organizations (CBOs), Indigenous People (IP) organizations and communities.

- Field visit to the Indigenous People concentrated areas both in Sabah and Sarawak in Malaysia and Kalimantan in Indonesia to understand their present livelihoods including community-based tourism.
- Briefing and debriefing before and after the study tour.

Declaration

Date:

United Nations Development Programme

UNDP Registry, IDB Bhaban, Agargaon

Sher-E-Bangla Nagar, Dhaka, Bangladesh

Assignment Hiring Firm to Conduct Study Tour to Malaysia and Indonesia for Government of Bangladesh Officials-SID CHT

Reference: RFP-BD-2018-003

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,