



5th November 2018

REQUEST FOR PROPOSAL (RFP-BD-2018-038)
Re-Advertisement

Dear Sir / Madam:

UNDP kindly request you to submit your Proposal for **Hiring Firm to Conduct Social Protection Study Tour to Indonesia For Government of Bangladesh Officials-SPPS**

Proposals shall be submitted on or before 4.30 p.m. (local time) on Monday, November 12, 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,



Munir Hossain
Operations Manager-o.i.c
November 5, 2018



Description of Requirements

Context of the Requirement	<p>An improved, effective and re-engineered social protection system is central to Bangladesh's future development. Government policymakers and development partners are increasingly recognizing the importance of social protection in tackling poverty and achieving progress towards the Millennium Development Goals (MDGs). Improved social protection therefore figures highly within the Government's Vision 2021 agenda and is referenced in the 7th Five Year Plan.</p> <p>In the area of improved governance, UNDP is partnering with the Government of Bangladesh in significant ways, particularly in improved institutional development in social protection and aid effectiveness. Specifically, Social Protection Policy Support (SPPS) Programme, through expert, evidence-based support, is working with the government to reconfigure the current social security system so that economic growth is achieved in a more inclusive manner, with economic opportunities reaching the rural and urban poor and the protection of vulnerable groups against shocks. The programme is supporting the government in two areas namely governance of social protection and strengthening of systems. This work includes enacting a national Single Registry Management Information System to improve social protection delivery, improving upon the country's Grievance Redress System to ensure accountability and transparency, develop holistic Monitoring & Evaluation approaches to measuring social protection outcomes, strengthening Government to Person (G2P) delivery of social protection cash benefits, and work to streamline and consolidate the current social security programme portfolio.</p> <p>Recognizing that a coherent and effective social protection system is central to Bangladesh's future economic and social development, the Government of Bangladesh (GoB) has committed itself to a process of reviewing its social protection portfolio and therefore developed a comprehensive social security strategy. The Cabinet Division took the lead role to take forward developing a national strategy and gave responsibility to the General Economics Division (GED) of the Planning Commission to lead the process of formulating a National Social Security Strategy (NSSS), which is overseen by an inter-ministerial committee, widely called Central Monitoring Committee (CMC) for Social Safety Net Programmes, convened by the Cabinet Division. This process has yielded a strategy that has been approved by the Cabinet.</p> <p>The NSSS was approved in mid-2015 and on-going reforms have been taking place since</p> <p>There are multiple social safety net programmes in Bangladesh, fragmented across various sectors, geographical areas and ministries. Over 100 schemes are presently managed and implemented by over 20 different Line Ministries. Though Bangladesh has successfully been implementing social protection programmes that reduce income poverty and promote significant productivity; there are still spaces to ameliorate the existing social protection service delivery.</p>
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	<p>Each Study Tour will include 10 - 15 total participants, comprising mostly of Government of Bangladesh senior officials. They will be selected as per following criteria:</p> <ol style="list-style-type: none"> 1) Members of an inter-ministerial core technical committee, comprising high-level officers, that has been formed for the purpose of NSSS oversight. 2) Key mid-level officers from the relevant departments represented in the core NSSS technical committees. 3) Officers of GED that are involved in the ongoing reforms of NSSS. <p>The Study Tour will be managed through a consultancy organisation experienced in undertaking study tours, being contracted in a competitive process. The objective of this assignment is to conduct the Study Tour with a view to learning about successful government social transfer programmes in other countries and to reinforce linkages among key policy-makers and officials engaged in implementation of social protection programmes across ministries, providing opportunities for networking to create momentum to move forward with NSSS reforms. Consultancy firms will conduct the Study Tour to Indonesia by planning the tours, conducting and facilitating them, planning and managing events, and connecting Government of Bangladesh representatives with Government of Indonesia representatives, and providing a report.</p>
Implementing Partner of UNDP	SPPS
Brief Description of the Required Services	<ul style="list-style-type: none"> ▪ Have an in-depth assignment meeting in person in Dhaka (or via Skype) with the SPPS project team to ensure the entire contract and below Scope of Work is carried out to the intended specifications. ▪ Identifying potential areas and actors (Government counterparts preferred) in Indonesia from which participants can learn best practices of social protection (*note: Single Registry programming should be included at some point for each Tour). <ul style="list-style-type: none"> ○ The firm should be able to contact and connect with key social protection Government of Indonesia representatives to participate at the different events throughout the Study Tour, including speeches, site-visits, in-depth discussions on social protection operations, examining Indonesia's capacity in terms of Single Registry related to social protection tracking, and general South-South knowledge sharing between the visiting and host country Government representatives. It is acceptable for non-governmental Indonesia actors, such as experts or NGOs or INGOS with activities in social protection, to also be contacted and included in the Study Tour, however, cannot comprise of all Indonesia actors. ○ *The selected firm will have the opportunity to discuss in detail who and how the aforementioned might be carried out, with the expectation with that the selected firm have the capacity to arrange such activities with the

	<p>Government of Indonesia representatives related to social protection.</p> <ul style="list-style-type: none"> ▪ Planning the study tour including full itinerary of visits and events, indicatively based on the tentative schedule below. ▪ Managing VISAs for all participating members of the Study Tour to Indonesia, where applicable and necessary (Bangladesh nationals may not need a Visa, but some other international members of the Study Tour may need Visas arranged). ▪ Booking and issuing airline tickets for all participants of the Study Tour (Dhaka to Jakarta) <u>roundtrip</u>, where the most direct, economy class route should be considered. ▪ Arrange a briefing event for all participant members prior to departure of the Study Tour to Indonesia (briefing event in Dhaka); ▪ Prior to departure, provide Daily Subsistence Allowance at prevailing UN rates to all participants according to the number of nights spent abroad (USD 207 Jakarta, Indonesia / per night) ▪ Planning for venues for consultation and events. ▪ Organizing consultative events and visits to relevant duty-bearers in Indonesia. ▪ Facilitating the entire itinerary of Study Tour events with at least 2 focal points accompanying participants throughout the Study Tour official activities. <ul style="list-style-type: none"> ○ 1 Support Focal Point should be of the firm, ensuring smooth logistical processes and standing by for daily troubleshooting ○ 1 Primary Focal Point should be an expert in the area of Social Protection / Security and attending Study Tour participants during their events, facilitating, and providing in-depth input where necessary. The firm should arrange, whether by hire or subcontract, such an individual with expertise (this individual, [or individuals for different events] can be local or international). ▪ Conducting teach-in events within the study tour itinerary, on subjects related to exposure in the country visited and its application in a Bangladeshi context. Potential topics of such teach-in events could be the political economy of scaling up social protection, applying a universal or lifecycle approach, cost-effectiveness, Single Registry, and international experience from other countries. <ul style="list-style-type: none"> ○ *These topics and events will be finalized and agreed upon at the in-depth assignment meeting upon selecting of the winning bidder. ▪ Managing local transport for the participants. ▪ Facilitating arrangement of accommodation (standard minimum accommodations [3.5 star and 8.0 Trip Advisor rating, minimum USD 70 a night not taking into account any discounts the company may be able to arrange] taking into consideration senior
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	<p>Government officials) and food (food during any official Study Tour events) for the participants.</p> <ul style="list-style-type: none"> ○ *Note that the firm is NOT REQUIRED to pay for the hotels, but only provide the bookings; the provided DSA to Study Tour participants will cover that cost and participants will pay themselves upon checking out from their hotel at the end of the Study Tour. ▪ Producing a study tour report, including deliberations of the teach-in events. 								
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>- Finalized plan for the study tour with itinerary of visits and events and other preparations</td><td>10 work days</td></tr> <tr> <td>- Conducted study tour</td><td>7 calendar days* (6 nights)</td></tr> <tr> <td>- Report on study tour and its teach-in events</td><td>3 work days</td></tr> </tbody> </table>	Expected Outputs	No. of days required (estimated)	- Finalized plan for the study tour with itinerary of visits and events and other preparations	10 work days	- Conducted study tour	7 calendar days* (6 nights)	- Report on study tour and its teach-in events	3 work days
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- Report on study tour and its teach-in events	3 work days								
Person to Supervise the Work/Performance of the Service Provider	<i>Project Manager, SPPS</i>								
Frequency of Reporting	<i>As indicated in the ToR</i>								
Progress Reporting Requirements	<i>As indicated in the ToR</i>								
Location of work	<input type="checkbox"/> Exact Address/es <i>As indicated in the ToR</i>								
Expected duration of work	Duration of the assignment will be 1months								
Target start date	December 2018								
Latest completion date	December 2018								
Travels Expected	<i>As indicated in the ToR</i>								
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 or <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 (<i>Counting for the last day of submission of quotes</i>)	<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"> ▪ 1st Payment: 20% of total contract value will be paid after satisfactory preparation and planning of itinerary and events, and approval of the same by UNDP Contract Administrator. ▪ 2nd Payment: 30% of total contract value will be paid on completion and proof of all airline tickets and hotels booked, and issuance of participating members Visas. ▪ 3rd Payment: 50% of the total contract value will be paid after submitting the final report.
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Project Manager, SPPS
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement <input type="checkbox"/> Other Type of Contract
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory 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. • Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.; • Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List;

- The Firm must have at least three (3) years of international experience in conducting and organizing interactive social protection and social safety nets training or relevant development issue and study tour programmes.
- Bidders must provide references from a minimum of two (2) previous clients receiving similar study tour provision.
- Experience in the delivery of similar type of services to government/ semi-government/ autonomous bodies during the last five years.

Minimum eligibility criteria of the key personnel:

Team Leader:

- The Team Leader must have previous experience of conducting at least one study tour.

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.

Technical Proposal (70%)

- ☒ Background experience/ Expertise of Firm
- ☒ Adequacy and comprehensiveness of the proposal (concept, approach, work plan)
- ☒ Qualifications and competence of the key staff for the Assignment

BASIS OF TECHNICAL EVALUATION

No.	Evaluation criteria		Max points
1.	Background experience/ Expertise of firm		20
	1.1 Overall experience in the provision of training services for government/ semi-government/ autonomous bodies	5	
	1.2 Experience in the provision of services of study tours on social protection for government/ semi-government/ autonomous bodies	15	
2.	Proposed methodology		30
	2.1 Adequacy and relevance of the proposed itinerary / event plan	15	
	2.2 Appropriateness of proposed implementation timelines	5	
	2.3 Adequacy and relevance of the proposed teach-in events	10	

	Qualifications and competence of the proposed personnel for the assignment		20
	3.1 Basic education of Team Leader	5	
	3.2 Team Leader's experience in specialized training on Social Protection/ Social Safety Nets	5	
	3.4 Team Leader's experience in study tours on Social Protection/Social Safety Nets	10	
	TOTAL:		70
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:			
Rating the Technical Proposal (TP): $TP\ Rating = (Total\ Score\ Obtained\ by\ the\ Offer / Max.\ Obtainable\ Score\ for\ TP) \times 100$ Rating the Financial Proposal (FP): $FP\ Rating = (Lowest\ Priced\ Offer / Price\ of\ the\ Offer\ Being\ Reviewed) \times 100$ Total Combined Score: $(TP\ Rating) \times (Weight\ of\ TP,\ e.g.\ 70\%) + (FP\ Rating) \times (Weight\ of\ FP,\ e.g.,\ 30\%)$ =Total Combined and Final Rating of the Proposal			
The proposal obtaining the overall highest score after adding the score of the technical proposal and the financial proposal is the proposal that offers best value for money			
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <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)	<i>bd.procurement@undp.org</i> <i>Please mention the following in the subject while sending any query to UNDP regarding this RFP on or before 08 November 2018.</i> <i><u>"Queries on RFP-BD-2018-038"</u></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			

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.
- Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.;
- Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List;
- The Firm must have at least three (3) years of international experience in conducting and organizing interactive social protection and social safety nets training or relevant development issue and study tour programmes.
- Bidders must provide references from a minimum of two (2) previous clients receiving similar study tour provision.
- Experience in the delivery of similar type of services to government/ semi-government/ autonomous bodies during the last five years.

Minimum eligibility criteria of the key personnel:

Team Leader:

- The Team Leader must have previous experience of conducting at least one study tour.

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]:*

Template Budget (GUIDE ONLY)				
Description of Activity	Cost	Units (Cost)	Units (Personnel)	Total (USD)
Personnel/Management Services				
Primary Organizer - Main Office				
Primary Focal Point - Indonesia				
Support Focal Point - Indonesia				
Other Personnel Services (specify)				
Subtotal				
Out of Pocket Expenses				
Travel Costs (Air fare - Economy)				
Daily Allowance (UN DSA; Jakarta; 6 nights)				
Communications				
Reproduction (of Reports)				
Equipment Lease				
Other charges (specify)				
Subtotal				
Other Related Costs				
Airport Transfer				
Local Travel for Participants				
Venue Costs				
Others (SIM card, reference materials, workshop material, etc.)				
Insurance for participants				
Other service charges (specify)				
Subtotal				
Total				

[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 (TOR)

Hiring Firm to Conduct Social Protection Study Tour to Indonesia For Government of Bangladesh Officials-SPPS

A. Project Title:
Social Protection Policy Support
B. Description of the Assignment
<p>Consultancy to conduct study tours to assist GoB in getting exposure to social protection of other countries to inform the on-going reforms of the National Social Security Strategy (NSSS) which was adopted in 2015 with reforms being carried out since.</p> <p>The services will include: planning study tour contents / itinerary, other preparatory activities, operational and logistical inputs, conducting the study tour practically and leading it theoretically.</p> <p>Note: while UNDP will be contracting (and monitoring the delivery of) these services, the lead GoB client is the General Economics Division (GED) of the Planning Commission.</p>
C. Project Description:
<p>An improved, effective and re-engineered social protection system is central to Bangladesh's future development. Government policymakers and development partners are increasingly recognizing the importance of social protection in tackling poverty and achieving progress towards the Millennium Development Goals (MDGs). Improved social protection therefore figures highly within the Government's Vision 2021 agenda and is referenced in the 7th Five Year Plan.</p> <p>In the area of improved governance, UNDP is partnering with the Government of Bangladesh in significant ways, particularly in improved institutional development in social protection and aid effectiveness. Specifically, Social Protection Policy Support (SPPS) Programme, through expert, evidence-based support, is working with the government to reconfigure the current social security system so that economic growth is achieved in a more inclusive manner, with economic opportunities reaching the rural and urban poor and the protection of vulnerable groups against shocks. The programme is supporting the government in two areas namely governance of social protection and strengthening of systems. This work includes enacting a national Single Registry Management Information System to improve social protection delivery, improving upon the country's Grievance Redress System to ensure accountability and transparency, develop holistic Monitoring & Evaluation approaches to measuring social protection outcomes, strengthening Government to Person (G2P) delivery of social protection cash benefits, and work to streamline and consolidate the current social security programme portfolio.</p> <p>Recognizing that a coherent and effective social protection system is central to Bangladesh's future economic and social development, the Government of Bangladesh (GoB) has committed itself to a process of reviewing its social protection portfolio and therefore developed a comprehensive social security strategy. The Cabinet Division took the lead role to take forward developing a national strategy and gave responsibility to the General Economics Division (GED) of the Planning Commission to lead the process of formulating a National Social Security Strategy (NSSS), which is overseen by an inter-ministerial committee, widely called Central Monitoring Committee (CMC) for Social Safety Net Programmes, convened by the Cabinet Division. This process has yielded a strategy that has been approved by the Cabinet.</p> <p>The NSSS was approved in mid-2015 and on-going reforms have been taking place since</p>

There are multiple social safety net programmes in Bangladesh, fragmented across various sectors, geographical areas and ministries. Over 100 schemes are presently managed and implemented by over 20 different Line Ministries. Though Bangladesh has successfully been implementing social protection programmes that reduce income poverty and promote significant productivity; there are still spaces to ameliorate the existing social protection service delivery.

Each Study Tour will include 10 - 15 total participants, comprising mostly of Government of Bangladesh senior officials. They will be selected as per following criteria:

- 4) Members of an inter-ministerial core technical committee, comprising high-level officers, that has been formed for the purpose of NSSS oversight.
- 5) Key mid-level officers from the relevant departments represented in the core NSSS technical committees.
- 6) Officers of GED that are involved in the ongoing reforms of NSSS.

The Study Tour will be managed through a consultancy organisation experienced in undertaking study tours, being contracted in a competitive process. The objective of this assignment is to conduct the Study Tour with a view to learning about successful government social transfer programmes in other countries and to reinforce linkages among key policy-makers and officials engaged in implementation of social protection programmes across ministries, providing opportunities for networking to create momentum to move forward with NSSS reforms. Consultancy firms will conduct the Study Tour to Indonesia by planning the tours, conducting and facilitating them, planning and managing events, and connecting Government of Bangladesh representatives with Government of Indonesia representatives, and providing a report.

D. Scope of Work

- Have an in-depth assignment meeting in person in Dhaka (or via Skype) with the SPPS project team to ensure the entire contract and below Scope of Work is carried out to the intended specifications.
- Identifying potential areas and actors (Government counterparts preferred) in Indonesia from which participants can learn best practices of social protection (*note: Single Registry programming should be included at some point for each Tour).
 - The firm should be able to contact and connect with key social protection Government of Indonesia representatives to participate at the different events throughout the Study Tour, including speeches, site-visits, in-depth discussions on social protection operations, examining Indonesia's capacity in terms of Single Registry related to social protection tracking, and general South-South knowledge sharing between the visiting and host country Government representatives. It is acceptable for non-governmental Indonesia actors, such as experts or NGOs or INGOS with activities in social protection, to also be contacted and included in the Study Tour, however, cannot comprise of all Indonesia actors.
 - *The selected firm will have the opportunity to discuss in detail who and how the aforementioned might be carried out, with the expectation with that the selected firm have the capacity to arrange such activities with the Government of Indonesia representatives related to social protection.
- Planning the study tour including full itinerary of visits and events, indicatively based on the tentative schedule below.
- Managing VISAs for all participating members of the Study Tour to Indonesia, where applicable and necessary (Bangladesh nationals may not need a Visa, but some other international members of the Study Tour may need Visas arranged).

- Booking and issuing airline tickets for all participants of the Study Tour (Dhaka to Jakarta) round trip, where the most direct, economy class route should be considered.
- Arrange a briefing event for all participant members prior to departure of the Study Tour to Indonesia (briefing event in Dhaka);
- Prior to departure, provide Daily Subsistence Allowance at prevailing UN rates to all participants according to the number of nights spent abroad (USD 207 Jakarta, Indonesia / per night)
 - Facilitating arrangement of BOOKING accommodation (standard minimum accommodations [3.5 star and 8.0 Trip Advisor rating, minimum USD 70 a night not taking into account any discounts the company may be able to arrange] taking into consideration senior Government officials) and food (food during any official Study Tour events) for the participants.
 - *Note that the firm is **NOT REQUIRED** to pay for the hotels, but only provide the bookings; the provided DSA to Study Tour participants will cover that cost and participants will pay themselves upon checking out from their hotel at the end of the Study Tour.
- Planning for venues for consultation and events.
- Organizing consultative events and visits to relevant duty-bearers in Indonesia.
- Facilitating the entire itinerary of Study Tour events with at least 2 focal points accompanying participants throughout the Study Tour official activities.
 - 1 Support Focal Point should be of the firm, ensuring smooth logistical processes and standing by for daily troubleshooting
 - 1 Primary Focal Point should be an expert in the area of Social Protection / Security and attending Study Tour participants during their events, facilitating, and providing in-depth input where necessary. The firm should arrange, whether by hire or subcontract, such an individual with expertise (this individual, [or individuals for different events] can be local or international).
- Conducting teach-in events within the study tour itinerary, on subjects related to exposure in the country visited and its application in a Bangladeshi context. Potential topics of such teach-in events could be the political economy of scaling up social protection, applying a universal or lifecycle approach, cost-effectiveness, Single Registry, and international experience from other countries.
 - *These topics and events will be finalized and agreed upon at the in-depth assignment meeting upon selecting of the winning bidder.
- Managing local transport for the participants.
- Producing a study tour report, including deliberations of the teach-in events.

Tentative visit plan - Indonesia

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

*Please note that the below schedule (Indonesia) is tentative and UNDP is looking for bids that take into consideration the overall theme of "experience sharing and South-South learning between Government of Bangladesh officials and host countries in the area of SOCIAL PROTECTION / SOCIAL SECURITY". UNDP is open to suggested schedules and events, including site visits. The final details of the itinerary will be agreed to between the winning firm(s) and the SPPS Project Manager. The winning firm(s) will have the support of the SPPS Project Manager in finalizing a detailed itinerary.

Day/Date	Depart	Arrival	Activity	Remarks
Day 1	Dhaka	Jakarta, Indonesia	Travel & arrival in Jakarta	Air
Day 2	Jakarta	-----	Meeting with relevant Indonesia Government officials or agency representatives and / or CSOs relating to social protection issues in Indonesia	Local Transport
Day 3	Jakarta	-----	Official events organized by the contractor on "political economy of scaling up social protection"	Local Transport
Day 4	Jakarta	-----	Official events organized by the contractor on "applying a universal or life-cycle approach to social protection"	Local Transport
Day 5	Jakarta	-----	Official events organized by the contractor on "Single Registry systems at the state or national level, including technical demonstrations"	Local Transport
Day 6	Jakarta	-----	Official events organized by the contractor on "international best practices in social protection from the host country; may include Day trip to other locations"	Local Transport
Day 7	Jakarta	-----	Departure to Dhaka	Local transport

E. Expected Outputs	No. of days required (estimated)
	Indonesia
- Finalized plan for the study tour with itinerary of visits and events and other preparations	10 work days
- Conducted study tour	7 calendar days* (6 nights)
- Report on study tour and its teach-in events	3 work days

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
GoB's overall social protection policy and delivery capacity is enhanced through incorporation of newly learned knowledge and experience into on-going and future reforms under the NSSS.

G. Institutional Arrangement
The firm will have the support of the SPPS project in arranging events, contacting Government of Bangladesh officials for necessary information for travel, and other such tasks.
The contracted firm will report to the SPPS Project Manager (UNDP) and the SPPS National Project Director (Government of Bangladesh), who will also carry out a performance evaluation at the end of the assignment. Further, the work of the firm will be coordinated by the SPPS Project and in close cooperation with GED (the lead GoB Client).
The work will be guided and reviewed by the aforementioned.

H. Duration of the Work and Duty Station
Duration of the assignment will be maximum 60 Days from the awarding of the contract. Indonesia Study Tour should take place in 2018 , preferably within the timeframe of 07 December to 21 December 2018 .

The principal working location will be in the country of respective study tour.

I. Final Products/Services

Indonesia Study Tour:

- Study tour to Indonesia conducted;
- Teach-in events conducted;
- Short report on study tour to 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.

Eligibility criteria for bidders:

- The Proposer must have at least three (3) years of international experience in conducting and organizing interactive social protection and social safety nets training or relevant development issue and study tour programmes.
- Bidders must provide references from a minimum of two (2) previous clients receiving similar study tour provision.
- Experience in the delivery of similar type of services to government/ semi-government/ autonomous bodies during the last five years.
- The Team Leader should have previous experience of conducting at least one study tour.

Bidders are requested to submit necessary documentation to prove their eligibility against the eligibility criteria above.

K. Scope of Bid Price and Schedule of Payments

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

UNDP shall effect payments, by bank transfer to the consultancy firm's bank account, upon acceptance by UNDP (in consultation with GED) of the deliverables specified in the ToR. Payments will be made in tranches based on the following percentages and milestones:

PAYMENT SCHEDULE:

- **1st Payment:** 20% of total contract value will be paid after satisfactory preparation and planning of itinerary and events, and approval of the same by UNDP Contract Administrator.
- **2nd Payment:** 30% of total contract value will be paid on completion and proof of all airline tickets and hotels booked, and issuance of participating members Visas.
- **3rd Payment:** 50% of the total contract value will be paid after submitting the final report.

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. These ToR describe deliverables; Technical Proposal and Financial Proposal must be submitted.

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 itinerary plan, teach-in events and implementation timelines;
- (vi) CVs of the proposed team leader and experts to be included within the team. Please note that proposing firms will be expected to deploy the consultants listed within the proposal; substitutions will only be accepted with the prior consent of UNDP and GED.

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. This must at least specify: the daily rates and number of anticipated working days (for each professional team member), any travel costs and overhead recharges. Payments will be based upon output, i.e. upon delivery of the services specified in the ToR.
- (iii) The financial proposal should include a per participant breakdown, as the total participant count will be between 10 – 15 and is unconfirmed as of this point, **however, the firm should bid as if 15 participants are in each Study Tour.**

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.

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 – calculated for the – out of a pre-determined set of weighted technical and financial criteria specific to the solicitation, with the ratio set at 70: 30 respectively (this is to reflect the high-level skills mix required).

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

BASIS FOR EVALUATION

No.	Evaluation criteria		Max points
1.	Background experience/ Expertise of firm		20
	1.1 Overall experience in the provision of training services for government/ semi-government/ autonomous bodies	5	
	1.2 Experience in the provision of services of study tours on social protection for government/ semi-government/ autonomous bodies	15	
2.	Proposed methodology		30
	2.1 Adequacy and relevance of the proposed itinerary / event plan	15	
	2.2 Appropriateness of proposed implementation timelines	5	
	2.3 Adequacy and relevance of the proposed teach-in events	10	
3.	Qualifications and competence of the proposed personnel for the assignment		20
	3.1 Basic education of Team Leader	5	
	3.2 Team Leader's experience in specialized training on Social Protection/ Social Safety Nets	5	
	3.4 Team Leader's experience in study tours on Social Protection/Social Safety Nets	10	
	TOTAL:		70

The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process.

Declaration

Date:

United Nations Development Programme

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

Assignment _____

Reference: RFP-BD-2018-038

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,