

27 January 2018

## **REQUEST FOR PROPOSAL (RFP-BD-2019-003)**

Dear Sir / Madam:

UNDP kindly request you to submit your Proposal for Hiring a Firm for conducting a Situation Assessment for Establishing a National Social Protection Management Information System in Bangladesh.

Proposals shall be submitted on or before 4.30 p.m. (local time) on Monday, February 11, 2019

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: <a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a>; 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 (<u>with file name less than 60 characters</u>) 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 <u>MUST BE COMPLETELY SEPARATE</u> 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. <u>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.</u>

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: <a href="http://www.un.org/depts/ptd/pdf/conduct\_english.pdf">http://www.un.org/depts/ptd/pdf/conduct\_english.pdf</a>

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Sonia Mehzabeen Operations Manager January 27, 2019



Description of Requirements

Bangladesh was a global leader in the achievement of the

Context of the Requirement	Bangladesh was a global leader in the achievement of the Millennium Development Goals (MDGs) and shaping the discourse for the Post 2015 development, resilience, urban poverty reduction and social protection agendas. In the Sustainable Development Goals (SDGs) era, UNDP Bangladesh (UNDP) looks to continue to act on its portfolio of programs to achieve the national objectives of Bangladesh and eliminate poverty. It has originated many of the most exciting and innovative solutions to development challenges. UNDP's mission is to help create open and inclusive civic spaces, within which the government and people are empowered to realize national development goals and fully engage in global sustainable development efforts.
	In the area of improved governance, UNDP and the Department of Foreign Affairs and Trade (DFAT: Australia) 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 better governance of social security and strengthening the delivery of social security of systems. This work includes supporting the development of a national 'Single Registry Management Information System' (as defined within the National Social Security Strategy, NSSS – see Box 1) to improve social protection delivery. Undertaking a scoping study is a prerequisite to this output to identify requirements and to ensure that the proposed MIS does not duplicate any existing GoB MIS.
Implementing Partner of UNDP	SPPS
Brief Description of the Required Services	The firm will work under the direct supervision of the SPPS Project Manager and the National Project Director and be directly responsible for the delivery of the below specified outputs.  Under this assignment, the firm will work to achieve the
	following tasks:  1. Agreement with SPPS team on planned methodology:  o 1 pre-assignment meeting with the SPPS project team to ensure that all parties are in specific agreement on details of the assignment (via Skype if international).  o Day long in-depth discussion with SPPS project team  o 1 methodology briefing meeting with the SPPS project team to approve planned activities (in-person in Dhaka).  2. Engagement with key stakeholders:



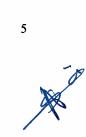
- Key Informant Interviews with at least 10 GoB focal points (all focal points to be identified by UNDP and meetings to be arranged by UNDP in Dhaka).
- o 1 or more Meeting with SPBMU MIS team
- 1 or more Meeting with Ministry of Health (and UNICEF representative)
- o 1 or more Meeting with BBS representative
- 3. Complete a Situation Assessment of the following national initiatives:
  - Social Protection Budget Management Unit MIS (integrated beneficiary registry)
  - Social Protection Budget Management Unit iBAS++ (payment gateway)
  - Bangladesh Bureau of Statistics (BBS)
     Household Database
  - Bangladesh Bureau of Statistics (BBS)
     National Population Registry (concept stage only)
  - Ministry of Health (in partnership with UNICEF) Maternal Health Birth Registration Database (concept stage only)

# The Situation Assessment should indicatively include these topics:

Please see 109 and 110 of the following report for supplementary guidance type of information this situation assessment should examine (<a href="https://bit.ly/2PPzs36">https://bit.ly/2PPzs36</a>; this is direct PDF download).

- Operations, coverage and key variables / information stored (focus on key business processes and understanding of which are electronic: registration, eligibility determination, enrolment, payments, case management, grievances etc.)
- Technologies
  - Hardware
  - Software and database
  - Data security / privacy
- o Personnel (staff, capacity)
- Standards, Processed, and Protocols (and any standardization across, if at all)
- Enabling Environment
  - Policy Strategy
  - Legal (cyber security, information access, etc.)
  - Political economy
  - Broader e-governance context
  - Budget
  - Unique ID (on-going debate in Bangladesh on what this should be)
- Existing data sharing, MoUs, networks
- 4. Recommendations on how to move forward according to the NSSS mandate, while adding value to the ongoing reform commitment and building on the latest progress in this area:

		<ul> <li>Suggested vision and prioritization of actions. Road map in terms of integrating other components (Social Registry, GRS) and key options in terms of information system architecture and institutional set-up (including opportunities and challenges for each).</li> <li>Ensuring these reflect the information needs of different stakeholders (Ministry of Finance, BBS, GED, Ministry of Health)         <ol> <li>Policy / planning and managerial / implementation needs</li> <li>Needs at centralized and decentralized levels</li> <li>Clearly addressing barriers with recommendations</li> </ol> </li> <li>Government Briefing:         <ol> <li>Facilitate one national workshop on the national MISs and their implications according to the NSSS mandate (may do this pre or post completed assignment; UNDP will arrange the workshop and all logistics, approximately 25-35 individuals present)</li> </ol> </li> <li>Present output findings to a M&amp;E technical committee comprising senior GoB officials (meeting to be arranged by UNDP).</li> </ul>			
	List and Description of Expected	Output	Tentative		
	Outputs to be Delivered	Inception Report detailing planned	<b>Deadline</b> 5 days		
		methodology			
		Draft Situation Assessment	50 Days		
		Final Situation Assessment Completed Government Briefing	13 days 2 days		
	Person to Supervise the	Project Manager of SSPS	2 00/3		
	Work/Performance of the Service				
	Provider				
	Frequency of Reporting	As indicated in the ToR			
	Progress Reporting Requirements	As indicated in the ToR			
		☐ Exact Address/es			
	Location of work	As indicated in the ToR			
	Expected duration of work	Duration of the assignment will be 4 months			
	Target start date	March 2019			
	Latest completion date	June 2019			
	Travels Expected	As indicated in the ToR			
	Special Security Requirements	☐ Security Clearance from UN prior to travelling			
		☐ Completion of UN's Basic and Advanced Security Training			
		☐ Comprehensive Travel Insurance			
		⊠Not applicable			
	Facilities to be Provided by UNDP	Others [pls. specify]			
	(i.e., must be excluded from Price	☐ Office space and facilities			
	Proposal)	☐ Land Transportation  ☑ Others As per ToR			
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Implementation Schedule indicating	⊠ Required			
breakdown and timing of	☐ Not Required			
activities/sub-activities				
Names and curriculum vitae of	☑ Required			
individuals who will be involved in	☐ Not Required			
completing the services				
Currency of Proposal	☑ United States Dollars			
	□ Euro			
	□ Local Currency, BDT			
Value Added Tax on Price Proposal	☐ must be inclusive of VAT			
Validity Period of Proposals	⊠ 60 days			
(Counting for the last day of	☐ 90 days			
submission of quotes)	☐ 120 days			
-	In exceptional circumstances, UNI	DP may request the		
	Proposer to extend the validity of the			
	has been initially indicated in this RF	P. The Proposal shall		
	then confirm the extension in	writing, without any		
	modification whatsoever on the Propo	osal.		
Partial Quotes				
	☐ Permitted			
Payment Terms	Deliverables	% of payment		
r dymene remis	Inception Report detailing planned	20%		
	methodology	400/		
п	Draft Situation Assessment Final Situation Assessment	40%		
	Completed Government Briefing	20%		
Person(s) to review/inspect/ approve	Project Manager, SPPS			
outputs/completed services and	,			
authorize the disbursement of				
payment				
Type of Contract to be Signed	☐ Purchase Order			
Type of contract to be signed	☐ Institutional Contract			
	□ Institutional Contract     □ Contract for Professional Services			
	☐ Long-Term Agreement			
C ii i C C last Assessed	Other Type of Contract	. II		
Criteria for Contract Award	☐ Lowest Price Quote among technically responsive offers			
	☐ Highest Combined Score (based on the 70% technical offer			
	and 30% price weight distribution)			
₽	☑ Full acceptance of the UNDP Contract General Terms and			
	Conditions (GTC). This is a mandatory			
	deleted regardless of the nature of ser			
	acceptance of the GTC may be ground: the Proposal.	s for the rejection of		



# Criteria for the Assessment of Proposal

Evaluation and comparison of proposals: Prior to the technical evaluation all proposals will be screened based on the minimum eligibility criteria mentioned below:

## 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;
- 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 experience of at least 3 similar works (high level social protection research and / or diagnostic studies of a nationally important scope) within the last 5 years.
- The company must have at least 3 years of business under the same name from the day of Certification of Incorporation till the day of submission of the bid
- The firm must have experience of working with Government/International organizations/ UN organizations on the relevant field

# Minimum eligibility criteria of the key personnel:

#### Team leader:

- Minimum Masters in social protection, management information systems, national public policy, or relevant field
- Minimum 5 years experience in social protection, or with Management Information Systems, or public policy, monitoring and evaluation, human rights issues, indigenous



communities, rural vulnerable and marginalized communities, or public health, or a combination of the aforementioned

#### Team Member:

- Minimum bachelors in social protection, management information systems, national public policy, or relevant field
- Minimum 3 years experience in social protection, or with Management Information Systems, or public policy, monitoring and evaluation, human rights issues, indigenous communities, rural vulnerable and marginalized communities, or public health, or a combination of the aforementioned

**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.

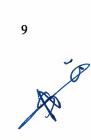
#### **Technical Proposal (70%)**

- □ 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**

Criteria	Weight
Technical	70
Specific experience of working on high-level social protection management information system outputs such as assessments, reviews, actual development, integration, training, and / or operation.	10
Team Leader: Level and relevance of education	10
Team Leader: Experience working in similar assignments directly related to national social protection management information systems	25
Supporting Team Member: Experience working in similar assignments directly related to national social protection management information systems	10
Quality and relevance of proposed approach and methodology	15
Financial	30

	Total 100
	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) 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  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:	<ul> <li>☑ One and only one Service Provider</li> <li>☐ One or more Service Providers, depending on the following factors :</li> </ul>
Annexes to this RFP	<ul> <li>☑ Form for Submission of Proposal (Annex 2)</li> <li>☑ General Terms and Conditions / Special Conditions (Annex 3)</li> <li>☑ Detailed TOR (Annex 4)</li> </ul>
Contact Person for Inquiries (Written inquiries only)	<ul> <li>☑ Written Self-Declaration (Annex 5)</li> <li>bd.procurement@undp.org</li> <li>Please mention the following in the subject while sending any query to UNDP regarding this RFP on or before 03 February 2019.</li> <li>"Queries on RFP-BD-2019-003"</li> <li>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP</li> </ul>
Other Information	determines that such an extension is necessary and communicates a new deadline to the Proposers.  A pre-bid meeting will be held at IDB Bhaban, (19th floor), meeting room, for the clarification on the bidding document
	and ToR on 03 February 2019 at 11.00 AM.  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;
- 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 experience of at least 3 similar works (high level social protection research and / or diagnostic studies of a nationally important scope) within the last 5 years.
- The company must have at least 3 years of business under the same name from the day of Certification of Incorporation till the day of submission of the bid
- The firm must have experience of working with Government/International organizations/ UN organizations on the relevant field

# Minimum eligibility criteria of the key personnel:

#### Team leader:

- Minimum Masters in social protection, management information systems, national public policy, or relevant field
- Minimum 5 years experience in social protection, or with Management Information Systems, or public policy, monitoring and evaluation, human rights issues, indigenous communities, rural vulnerable and marginalized communities, or public health, or a combination of the aforementioned

#### Team Member:

- Minimum bachelors in social protection, management information systems, national public policy, or relevant field
- Minimum 3 years experience in social protection, or with Management Information Systems, or public policy, monitoring and evaluation, human rights issues, indigenous communities, rural vulnerable and marginalized communities, or public health, or a combination of the aforementioned

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

<sup>\*</sup>This shall be the basis of the payment tranches

#### D. Cost Breakdown by Cost Component [This is only an Example]:

Description of Activity	Remuneration	<b>Total Period of</b>	No. of	Total Rate
	per Unit of Time	Engagement	Personnel	



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.
- 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.



#### CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: 13.0

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.
- Provided that the Recipient has a written agreement with the following persons or entities 13.2 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.
- The Contractor may disclose Information to the extent required by law, provided that, 13.3 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.
- The UNDP may disclose Information to the extent as required pursuant to the Charter of 13.4 the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- The Recipient shall not be precluded from disclosing Information that is obtained by the 13.5 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

- 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.
- Arbitration: Any dispute, controversy, or claim between the Parties arising out of the 16.2 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:**

- The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse 22.1 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.
- The UNDP shall not apply the foregoing standard relating to age in any case in which the 22.2 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**

Terms of Reference (TOR) for hiring a Firm for conducting a Situation Assessment for Establishing a National Social Protection Management Information System in Bangladesh

**Project Title:** Situation Assessment for Establishing a National Social Protection Management Information System in Bangladesh

#### A. Project Description:

Bangladesh was a global leader in the achievement of the Millennium Development Goals (MDGs) and shaping the discourse for the Post 2015 development, resilience, urban poverty reduction and social protection agendas. In the Sustainable Development Goals (SDGs) era, UNDP Bangladesh (UNDP) looks to continue to act on its portfolio of programs to achieve the national objectives of Bangladesh and eliminate poverty. It has originated many of the most exciting and innovative solutions to development challenges. UNDP's mission is to help create open and inclusive civic spaces, within which the government and people are empowered to realize national development goals and fully engage in global sustainable development efforts.

In the area of improved governance, UNDP and the Department of Foreign Affairs and Trade (DFAT: Australia) 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 better governance of social security and strengthening the delivery of social security of systems. This work includes supporting the development of a national 'Single Registry Management Information System' (as defined within the National Social Security Strategy, NSSS – see Box 1) to improve social protection delivery. Undertaking a scoping study is a prerequisite to this output to identify requirements and to ensure that the proposed MIS does not duplicate any existing GoB MIS.

# Box 1 - The 'Single Registry Management Information System', as defined within the NSSS

The NSSS provides the following mandate for a Single Registry MIS (National Social Protection Management Information System) – see <a href="https://bit.ly/2Jc4uQf">https://bit.ly/2Jc4uQf</a>:

Establishing a Single Registry Management Information System [NSSS: ivxx, 79]

- The efficient administration of Social Security schemes requires that high quality Management Information Systems (MISs) are in place.
- A number of developing countries have shown that it is possible to establish effective MIS using advanced technologies. In effect, a form of national Single Registry can be established, based on a network of independent but interlinked scheme-specific MISs.
- The Government will, therefore, establish a national Single Registry that uses the database from the national identity system and is based on building scheme-specific MISs that communicate with each other and deliver comprehensive information across government.

# The key features of the MIS are likely to include [NSSS: 79]

- The use of similar software for the MIS database across all schemes.
- · Investment in high quality computer hardware.
- · The use of telecommunication networks for the transmission of data.
- The ability for data entry to take place at local level and for the MIS to be accessed at all levels of government, according to agreed protocols.
- Professionally competent staff to manage the MISs.
- The highest level of **security** to ensure that personal data on citizens is protected.



A particular focus within this work stream is placed on ensuring the 'Single Registry MiS' improvs upon the Grievance Redress System to ensure accountability and transparency, supports development of holistic Monitoring & Evaluation approaches to measure social protection outcomes, strengthens Government to Person (G2P) delivery of social protection cash benefits, and work to streamlines and consolidate the current social security programme portfolio. This is illustrated in Figure 1.

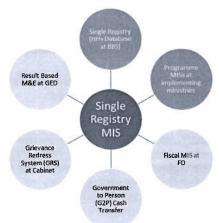


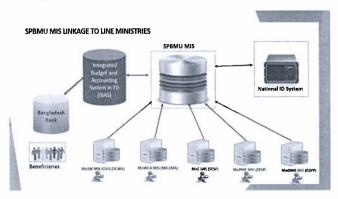
Figure 1

UNDP, DFAT, and the Government of Bangladesh recognize 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 Management Committee (CMC) for Social Security Programmes, convened by the Cabinet Division. This process has yielded a strategy that has been approved by the Cabinet.

Though the NSSS has given the primary responsibility to SID for establishing the Single Registry MIS, but over the past five years, significant progress has been made to operationalize this, led by different government stakeholders and development partners. The most notables are:

1. The creation of a centralised Management Information System for the Social Protection Budget Management Unit (SPBMU MIS), set up under the Finance Division. While still not

fully finalized, the SPBMU MIS acts as an 'Integrated Beneficiary Registry' (Leite et al, 2017 and Barca, 2017), providing a central on repository of data beneficiaries, mapped to National Identities (NIDs). In detail, linkage has already been established and operationalised with eight major social protection schemes across five line ministries at the frontend, and with NIDs data at the backend. There are also plans for further integration with Bangladesh's CRVS



system and BBS household database For further information: http://spfmsp.org/mis/. Such a system enables an overview of who receives what across linked government programmes setting a strong foundation for enhanced planning, M&E and other delivery functions.

- 2. An Integrated Budget and Accounting System (iBAS++) completed in December 2017 and currently under pilot phase, linked to the SPBMU MIS. This enables validation of data at Central level for schemes integrated to the SPBMU MIS, across Ministries: identification of duplicates and 'double dipping' (depending on protocols of individual schemes). It also enables a systematic and electronic approach for payments and reconciliation.
- 3. The World Bank has been supporting the Bangladesh Bureau of Statistics (BBS) to complete the country's first universal poverty registry (functionally a 'social registry' - Leite et al, 2017 and Barca, 2017) - the National Household Database (NHD). The project is using a Proxy Mean Test-Formula to support beneficiary targeting for the country's five large social security programmes - the Employment Generation Program for the Poorest, Work for Money, Test Relief, Vulnerable Group Feeding, and Gratuitous Relief. The registry is scheduled to be integrated with

the information systems of user ministries to support the gateway function of beneficiary eligibility determination. The third phase of NHD project began in June 2018. Further information here and here

#### Objective:

In support to these ongoing efforts, this assignment is seeking out a highly qualified senior firm with professional talent in social protection Information Systems of a national scale. The work will specifically involve conducting a comprehensive and exhaustive situation assessment of existing GoB national initiatives, aimed at:

- a) better understanding of current business processes, information flows and gaps.
- b) assessing the extent to which these respond to the needs of users at all levels of administration and across stakeholder groups.
- c) assessing the extent to which they perform the potential functions of an integrated information system for social protection (see Box 2). A particular focus will be placed on the priority areas shown in Figure xx above.
- d) assessing government priorities and plans, across different stakeholders including complementarities, synergies, duplications and broader governance issues. For example, this will include understanding opportunities and challenges of different institutional arrangements and supporting a high-level consensus between the Ministry of Finance, Bangladesh Bureau of Statistics (BBS), and the General Economics Division on ownership and use of all current or future national MISs related to the mandate in the NSSS (Single Registry MIS).
- e) assessing other barriers to successful implementation of desired objectives, including aspects related to capacity, technology, operating procedures and enabling environment, among others.
- f) advising on next course of action in order to add value to the ongoing reform commitment and build on the latest progress in this area, with the final objective of delivering on the NSSS vision for a 'Single Registry MIS'.
- g) advising on the potentiality of driving for a Social Registry MIS than a Single Registry MIS, building on the latest progress in this area (see Box 3).

#### Box 2 - Potential advantages of an integrated approach to information management for SP

From a policy perspective, advantages can include the ability to:

- apply a more equitable approach to distributing resources based on objective and comparable information, and addressing any uneven and unequal provision of social protection disbursement across social groups and administrative jurisdictions
- increase responsiveness and inclusiveness of interventions to serve the chronically poor
- ensure universal coverage and support implementation of the social protection floor (nationally defined sets of basic social security guarantees)
- build a stronger link to complementary institutional frameworks and wider social and economic policies
- increase transparency and accountability due to program information being more easily compared across SSPs
- improve the citizen satisfaction of the social protection system, as citizens better understand their entitlements
- increase knowledge about poverty and vulnerability in Bangladesh based on access to the large amount of information available.

From an operational perspective, advantages can include the ability to:

- facilitate oversight of multiple schemes and reporting to policymakers
- improve budget planning and ability to model and test policy changes
- decrease the burden on staff (e.g. less paperwork, less manual reporting)
- decrease the burden on potential applicants (e.g. ability to apply for several programs at once, need for fewer documents, better / more coordinated information on entitlements)
- avoid duplication of effort (e.g. with data collection activities) and potentially establish a 'common entry point' for social protection
- establish common systems across all schemes (e.g. payment system, grievance mechanisms, M&E system), increasing efficiency and saving money
- improved identification and management of error and fraud and the ability to monitor multiple payments (keeping track of who is receiving what)



- enable beneficiaries to transition between schemes as their circumstances change
- establish more effective emergency responses (e.g. by directing additional payments to social protection recipients in areas affected by an emergency for a limited period) and context-based services.

However, several challenges and risks can emerge when embarking on such a process of data integration. They include: a) increasing costs and complexity, calling for high capacity, strong policy leadership and institutional coordination; b) increasing risks to data privacy and security — misusing or losing information, potentially exposing households to further vulnerability; c) risks of multiple exclusion from all social sector schemes and systematic exclusion of certain types of households.

Moreover, the extent to which the benefits of information integration are felt greatly depends on the practical set-up for integration and on the ultimate use of the integrated system. Each benefit can only be reaped if explicitly designed to achieve that objective (see this infographic as an example) (Barca, 2017).

#### Box 3 - Integrated data and information management for social protection

Two main (and overlapping) approaches to setting up an integrated data repository for the social protection sector can be adopted by countries: integrated beneficiary registries (integrate information from existing program management information systems (MISs) to house comprehensive information on beneficiaries); and social registries (centralise collection and housing of data on potential beneficiaries to integrate the approach to registration and eligibility determination). Social registries can also be operationalised as 'virtual' social registries (collect data by ensuring interoperability of existing administrative databases through web service access)

Social registries enable decisions on beneficiary intake and registration. They list potential beneficiaries as well as existing beneficiaries and include economic or social information that will determine eligibility. Most social registries have at least 40 per cent of the population within them, and some have many more. A social registry can enable economic reform beyond more efficient delivery of social assistance programs, i.e. Indonesia has used its social registry to remove electricity subsidies that were being accessed by the non-poor.

Table: What type of integration can be achieved? Comparing social registries and integrated beneficiary registries

	Integrated beneficiary registries	Social registries
M&E and overview of beneficiaries across programmes	yes	Only if registry receives data from programme MISs (often not the case)
Integrated process for eligibility determination across programmes	No (eligibility is determined at programme level, then integrated)	yes
Integrating operations and services across programmes	Yes (it pursued as policy objective)	Only if registry receives data from programme MISs
Integrating policy across social protection sector	Only of registry is linked to all social assistance programmes and social insurance, etc.	Only of registry is linked to all social assistance programmes and social insurance, etc.
Integration with other sector MISs	Only if application software enables this	Only if application software enables this

# B. Scope of work:

The firm will work under the direct supervision of the SPPS Project Manager and the National Project Director and be directly responsible for the delivery of the below specified outputs.

Under this assignment, the firm will work to achieve the following tasks:

- 6. Agreement with SPPS team on planned methodology:
  - o 1 pre-assignment meeting with the SPPS project team to ensure that all parties are in specific agreement on details of the assignment (via Skype if international).
  - Day long in-depth discussion with SPPS project team
  - 1 methodology briefing meeting with the SPPS project team to approve planned activities (in-person in Dhaka).
- 7. Engagement with key stakeholders:
  - o Key Informant Interviews with at least 10 GoB focal points (all focal points to be identified by UNDP and meetings to be arranged by UNDP in Dhaka).
  - 1 or more Meeting with SPBMU MIS team
  - 1 or more Meeting with Ministry of Health (and UNICEF representative)
  - o 1 or more Meeting with BBS representative
- 8. Complete a Situation Assessment of the following national initiatives:
  - o Social Protection Budget Management Unit MIS (integrated beneficiary registry)
  - Social Protection Budget Management Unit iBAS++ (payment gateway)
  - o Bangladesh Bureau of Statistics (BBS) Household Database
  - o Bangladesh Bureau of Statistics (BBS) National Population Registry (concept stage only)
  - Ministry of Health (in partnership with UNICEF) Maternal Health Birth Registration Database (concept stage only)

#### The Situation Assessment should indicatively include these topics:

Please see 109 and 110 of the following report for supplementary guidance type of information this situation assessment should examine (<a href="https://bit.ly/2PPzs36">https://bit.ly/2PPzs36</a>; this is direct PDF download).

- Operations, coverage and key variables / information stored (focus on key business processes and understanding of which are electronic: registration, eligibility determination, enrolment, payments, case management, grievances etc.)
- Technologies
  - Hardware
  - Software and database
  - Data security / privacy
- Personnel (staff, capacity)
- o Standards, Processed, and Protocols (and any standardization across, if at all)
- o Enabling Environment
  - Policy Strategy
  - Legal (cyber security, information access, etc.)
  - Political economy
  - Broader e-governance context
  - Budget
  - Unique ID (on-going debate in Bangladesh on what this should be)
- Existing data sharing, MoUs, networks
- 9. Recommendations on how to move forward according to the NSSS mandate, while adding value to the ongoing reform commitment and building on the latest progress in this area:
  - Suggested vision and prioritization of actions. Road map in terms of integrating other components (Social Registry, GRS) and key options in terms of information system architecture and institutional set-up (including opportunities and challenges for each).
  - Ensuring these reflect the information needs of different stakeholders (Ministry of Finance, BBS, GED, Ministry of Health)
    - i. Policy / planning and managerial / implementation needs
    - ii. Needs at centralized and decentralized levels
  - Clearly addressing barriers with recommendations



#### 10. Government Briefing:

Facilitate one national workshop on the national MISs and their implications according to the NSSS mandate (may do this pre or post completed assignment; UNDP will arrange the workshop and all logistics, approximately 25-35 individuals present)

Present output findings to a M&E technical committee comprising senior GoB officials (meeting to be arranged by UNDP).

#### C. Expected Outputs:

#### As per RFP Documents

#### D. Institutional Arrangement:

- The company will work under the guidance of the Project Manager of SSPS.
- The company will facilitate its own logistics, and any other related costs needed for conducting the research studies.
- The company will report bi-weekly (every 15 days) from the day of contract signing to the Project Manager.
- The company will interact and receive instructions from the above on an as needed basis until the contract is completed.
- The company is responsible for all travel to and from work sites, including meeting any study team or focal points for discussion. All envisaged travel costs must be included in the financial proposal.

#### E. Duration of the Work:

4 months after contract signing. This specific assignment is expected to be carried out over a period of 4 months (Tentative, March 2019 to June 2019; assignment may be completed earlier).

# F. Duty Station:

The Firm is expected to work from their own offices and attend meetings at SPPS office as required in Dhaka.

#### G. Qualifications of the Successful Contractor:

As per RFP Documents

# H. Scope of Bid Price and Schedule of Payments:

The contract will be fixed and is output-based regardless of extensions of the herein specific duration.

As per RFP Documents

#### Recommended Presentation of proposal

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

#### Technical Proposal

1. Firm information - Name of Firm and details of registration, address and bank account; business registration certificate and corporate documents (Articles of Association or other founding authority); description of present activities and most recent annual report (including audited financial statements), if applicable;



- 2. Relevant Experience Description of experience in projects of a comparable nature, with specific description of technical specialization of the Firm in undertaking large scale data collection, and list of current and past assignments of the Firm;
- 3. Process The Technical Proposal needs to contain a detail description of the process the contractor intends to follow to complete the tasks including a detailed work plan and time schedule for completion/delivery of the final product which, after selection of the contractor, will be agreed upon by the Project in consultation with the Advisory Panel of Experts in the early stages of the commencement.
- 4. Human Resources The Technical Proposal needs to contain a list and detailed information on the proposed Human Resources which will be utilized for the task including their respective qualifications and relevant experience/exposure and required expertise/skills to complete the tasks i.e. survey analysis, field management, etc.
- 5. Tools and Methodologies Outlining how your firm's specific approach to qualitative research, including participatory methods, are relevant to the questions under study and meet the highest research standards. This should also include a detailed approach to qualitative data analysis.
- 6. Sampling strategy The firm must give a detailed overview of what sampling strategy it will use to select a sample for this study (for any surveys, where applicable).
- 7. Quality assurance The firm must outline how it will ensure quality at all stages of the project but with a particular emphasis on sampling; data collection; data analysis; and reporting. This will be subject to review by SPPS during project implementation.

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, printing costs, consultation workshop costs and overhear recharges.
- (ii) In order to assist UNDP in the comparison of financial proposals, the financial proposals will include a breakdown of this amount disclosing the key assumption employed in costing the working.

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

## Evaluation

In response to the invitation of tender, the contractor will have to submit a Technical Proposal as per the Terms of Reference of the scheme and a Financial Proposal separately (in 2 separate envelopes). The



tender selection committee will first evaluate the technical proposal of the firms/institutions. Any firms/institutions getting more than 70% of the maximum achievable points in the technical proposal will be considered responsive for financial appraisal, and ultimately therefore, for contracting. The financial proposal will be evaluated based on lowest price.

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

a) Responsive/compliant/acceptable with reference to this ToR, and;

Having received the highest score out of a pre-determined set of weighted technical and financial criteria to this solicitation, with the ratio at 70:30 respectively.

## Technical Evaluation Criteria (Total 70 marks)

As per RFP Documents

# Financial Evaluation (Total 30 marks)

All technical qualified proposals will be scored out 30 based on the formula provided below. The maximum points (30) will be assigned to the lowest financial proposal. All other proposals received points according to the following formula:

$$p = y (\mu/z)$$

Where:

p = points for the financial proposal being evaluated

y = maximum number of points for the financial proposal

 $\mu$  = price of the lowest priced proposal

z = price of the proposal being evaluated

# Declaration

Date:	
<b>United Nations Development Programme</b> UNDP Registry, IDB Bhaban, Agargaon Sher-E-Bangla Nagar, Dhaka, Bangladesh	
Assignment	Augustus and Augus
Reference: RFP-BD-2019-003	
Dear Sir, I declare thatis not in the UN Se UN Procurement Division List or Other UN Ineligibility List.	ecurity Council 1267/1989 List
Yours Sincerely,	



